



KAREN BASS
MAYOR

July 9, 2025

Honorable Members of the City Council
c/o City Clerk
Room 395, City Hall

RE: Notification of Request for Authority to Accept an Award in the amount of \$10,131,480 from the California Department of Transportation (CALTRANS) effective July 1, 2025 through June 30, 2028 New Roads to Second Chances Program

Dear Honorable Members:

Pursuant to Section 14.6(c) of the Los Angeles Administrative Code, the Mayor's Office of Community Safety (MOCS) hereby notifies the Los Angeles City Council of its award of funding from the California Department of Transportation (Caltrans) for the New Roads to Second Chances Program for parolees and probationers within the Caltrans' right (Caltrans District 7 - LA/Ventura Counties) 60-mile radius, for a three-year period effective July 1, 2025-June 30, 2028

Transmitted herewith for consideration by the City Council is a request to accept the funding in the amount of \$10,131,480 for an agreement period of July 1, 2025 to June 30, 2028 and approval of the proposed budget for the Caltrans New Roads to Second Chances Program.

I. BACKGROUND

On or about November 2024, the Mayor's Office of Community Safety submitted a proposal for the CalTrans New Roads to Second Chances Program. Thereafter the Mayor's Office was selected to receive the CalTrans contract in the amount of \$10,131,480, and with a three-year performance period from July 1, 2025 through June 20, 2028.

Per the new proposed agreement, Caltrans will continue to fund six transitional employment work crews performing litter abatement through Chrysalis Enterprises. As such, 400 formally incarcerated individuals will continue to serve through the new performance period.

II. NEW ROADS TO SECOND CHANCES PROGRAM INFORMATION

Six (6) New Roads work crews, each comprised of between six (6) to eight (8) formerly incarcerated individuals, are dispatched daily to perform litter abatement and maintenance work at various locations within a 60-mile radius of selected Caltrans Maintenance Facilities. There are three (3) primary components of the New Roads program model: transitional employment services, permanent job services, and job retention services. Individuals presently supervised under County Probation, Federal Probation, or State Parole are eligible for program enrollment.

Transitional Employment Services

Each program participant is eligible for up to 90 paid working days on a New Roads work crew. Participants are compensated with the prevailing minimum wage and generally work two (2) to four (4) eight-hour shifts per week. Work crews perform tasks such as litter and debris removal, weed control, graffiti abatement, trimming or removing vegetation, and other general maintenance. In order to ensure clients' workplace safety, clients are provided daily "tailgate training" while traveling to their work site to review Caltrans safety policies. In addition, program-wide safety trainings are facilitated on a quarterly basis at the Caltrans District 7 ("D7") Headquarters. The frequency and depth of safety trainings also allow for professional development opportunities for program participants.

Permanent Job Services

Permanent job services are provided concurrently with transitional employment services. When not working on a Caltrans crew, participants are encouraged to develop their resume, attend interview preparation workshops, submit job applications, and participate in other various employment preparation and obtainment activities. Through Chrysalis, the selected contractor provides job readiness assessments, educational and professional training opportunities to increase participants' understanding of the labor market, job development, and soft skills programming. The selected contractor also develops and maintains relationships with employers willing to hire individuals with criminal backgrounds in order to arrange interview opportunities for job-ready program participants.

Job Retention Services

Job retention services are provided to program participants upon unsubsidized employment obtainment. In order to support individuals in employment retention, the selected contractor provides regular check-ins with former participants to address any issues that may arise after entering the workforce. Individuals who lose their employment and have not utilized all of their allotted transitional work days are eligible to re-enroll in the New Roads program.

III. PROGRAM IMPLEMENTATION COSTS

The Mayor's Office of Community Safety is responsible for fiscal and program management for this program. Management and administration costs shall consist of salary and fringe benefits for the Mayor's Office of fiscal personnel. The following MOCS staff:

1) Deputy Director of Finance

@28.765365%, \$10,572 x 34 months \$103,397.52

2) Accountant

@40%, \$7,218.98 x 34 months \$98,178.15

Fringe in the amount of \$108,528.33 will be allocated to these positions, for a total salaries and benefits allocation of \$310,104.00

IV. BUDGET

The following was submitted to the California Department of Transportation (CALTRANS). This contract allocates \$10,131,480.

LINE ITEM	FUNDS	TOTAL
1. Salaries and Benefits	\$310,104.00	\$310,104.00
2. Services and Supplies	\$0	\$0
3. Professional Services	\$0	\$0
4. CBO Contract(s)	\$9,821,376.00	\$9,821,376.00
5. Indirect Costs	\$0	\$0
6. Fixed Assets / Equipment	\$0	\$0
7. Evaluation/Data Collection	\$0	\$0
8. Other (Travel, Training, etc.)	\$0	\$0
TOTAL PER YEAR	\$10,131,480.00	\$10,131,480.00

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Table 1: New Roads to Second Chances Budget, July 1, 2025 - June 30, 2028

Item Description	Year 1	Year 2	Year 3	Total
Salaries and Fringe Benefits	103,806	102,930	103,368	310,104
Employment Subcontractor: Chrysalis Enterprises	3,287,664	3,259,920	3,273,792	9,821,376
Total:	3,391,470	3,362,850	3,377,160	10,131,480

RECOMMENDATIONS

IT IS THEREFORE requested that the City Council:

1. **AUTHORIZE** the Mayor, or designee, to accept the California Department of Transportation (CalTrans) award in the amount of up to \$10,131,480, for the agreement period of July 1, 2025 through June 30, 2028, and any other necessary agreements and documents relative to the award.
2. **AUTHORIZE** the Mayor, or designee, to negotiate and execute contracts with one (1) community-based organizations to provide New Road to Second Chances Program in the City of Los Angeles, for a term of 36 months within the performance period of the contract, in a total amount not to exceed \$9,821,376 subject to the approval of the City Attorney as to form and legality and compliance with City contracting requirements;
3. **AUTHORIZE** the Controller to establish a new fund entitled 2025 Caltrans; Fund XXX, Department 46; expend funds upon presentation and proper demand from the Mayor, or designee, and establish appropriation accounts as follows:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
46C146	Mayor	\$201,575.66
46C299	Related Costs	\$108,528.34
46C304	Contractual Svcs	\$9,821,376.00
	TOTAL	\$10,131,480.00

4. **INSTRUCT** the Controller to transfer up to \$201,575.66 from Fund XXX, Account 46C146 to the Mayor's General Fund No. 100, Department 46, Account 001020 for reimbursement of CalTrans funded personnel salaries;
5. **INSTRUCT** the Controller to transfer up to \$108,528.34 from Fund XXX, Account 46C299 to the Mayor's General Fund No. 100, Department 46, Account 5346 for reimbursement of CalTrans funded fringe benefits;
6. **AUTHORIZE** the Mayor, or designee, to prepare Controller instructions and/or make technical adjustments that may be required to implement the actions approved by the Mayor and Council on this matter, subject to the approval of the City Administrative Officer and authorize the Controller to implement these instructions.

Sincerely,



Karen Bass
Mayor

Attachments:

1. Caltrans Cooperative Agreement 56A0841

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

56A0841

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

City of Los Angeles

2. The term of this Agreement is:

START DATE

July 1, 2025 or upon Caltrans approval, whichever is later

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

\$10,131,480.00

Ten Million One Hundred Thirty-One Thousand Four Hundred Eighty 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
Cooperative Agreement	Recitals	18
Attachment I	LOCAL AGENCY Resolution	PENDING
Attachment II	Scope of Work	8
+ Attachment 1 -	Rate Proposal Sheet	1
+ Attachment 2 -	Existing Litter Contracts	1
+ Attachment 3 -	Weekly Time/Production Sheet	1
+ Attachment 4 -	Monthly Crew Summary	1
+ Attachment 5 -	Monthly Invoice	1
+ Attachment 6 -	Register of Participation	1
+ Attachment 7 -	Code of Safe Operating Practices, Litter Removal Roadside	2
+ Attachment 8 -	PM-S-0110, Safety Meeting Report	1
+ Attachment 9 -	Job Hazard Analysis	2
+ Attachment 10 -	2025 SPP No Work Day Schedule	3
+ Attachment 11 -	Service Request	1
+ Attachment 12 -	Bag It, Move It, or Leave It?	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>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

56A0841

PURCHASING AUTHORITY NUMBER (If Applicable)

*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.)

City of Los Angeles

CONTRACTOR BUSINESS ADDRESS

200 North Spring Street, Room 303

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

(See Signature page in Cooperative Agreement)

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

(See Signature page in Cooperative Agreement)

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS-65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

(See Signature page in Cooperative Agreement)

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

(See Signature page in Cooperative Agreement)

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Public Contract Code Section 10295
SHC 114

Cooperative Agreement

THIS AGREEMENT (Agreement), ENTERED INTO ON **July 1, 2025**, is between the State of California, acting by and through its Department of Transportation, referred to herein as **CALTRANS** and the **CITY OF LOS ANGELES**, hereinafter referred to as **LOCAL AGENCY**.

Recitals

1. **CALTRANS** and **LOCAL AGENCY** (together referred to as “parties”), pursuant to Streets and Highways Code Section 114(a), are authorized to enter in this Agreement affecting State highways within the jurisdiction of **LOCAL AGENCY**.
2. **LOCAL AGENCY** has agreed to implement **litter and debris removal services**, hereinafter the Project, subject to the terms and conditions of this Agreement. The Project Description (Scope of Work, Location, Project Components, and Cost Estimate) is attached hereto as **Attachment II**.
3. This Agreement will commence on **July 1, 2025** or upon approval by **CALTRANS**, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by **CALTRANS**. The **LOCAL AGENCY** shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **June 30, 2028**. The parties may amend this Agreement as permitted by law.
4. If the Project is not performed by **LOCAL AGENCY** staff and employees, **LOCAL AGENCY** through its contract with its Contractor or agent (Subcontractor) will establish and ensure Subcontractor shall, including, but not limited to, provide Work Crews and Work Crew Supervisors as described in **Attachment II**.
5. The governing body of the **LOCAL AGENCY**, under the authority of local ordinances, if applicable, is authorized to provide services or funding as described and specified herein pursuant to the **LOCAL AGENCY** resolution attached hereto as **Attachment I**. **LOCAL AGENCY** agrees to attach a copy of the resolution, order, motion, ordinance, or other similar document from the governing body of the **LOCAL AGENCY** authorizing execution of this Agreement.
6. All services performed by **LOCAL AGENCY** pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and **LOCAL AGENCY** laws, ordinances, regulations, and **CALTRANS** encroachment permits, published manuals, policies, and procedures.
7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
SHA	STATE	\$10,131,480.00
8. This Agreement is exempt from legal review and approval by the Department of General Services (DGS), pursuant to Public Contract Code Section 10295.
9. The term Agreement, as used herein, includes this document and any attachments, exhibits, and amendments.
10. Parties intend this Agreement to be their final expression that supersedes any oral understanding or writings pertaining to the Project. The requirements of this Agreement will preside over any conflicting requirements in any documents that are made an express part of this Agreement.
11. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other

Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.

12. Except as otherwise provided in the Agreement, parties will execute a written amendment if there are any changes to the terms of this Agreement.

13. All Sections of this Agreement, including the Recitals, are enforceable.

Section I

LOCAL AGENCY Agrees:

To take responsibilities towards satisfactorily completing all Project Work described in **Attachment II**.

Section II

CALTRANS Agrees:

To reimburse **LOCAL AGENCY** subject to the terms of this Agreement.

Section III

It Is Mutually Agreed:

In consideration of the foregoing and the mutual promises of the parties hereto, **LOCAL AGENCY** and **CALTRANS** agree as follows:

1. Notification of Parties

- A. **AGENCY's** Project Manager is Gilbert Johnson, Gilbert.Johnson@lacity.org, (323) 613-9659.
- B. **CALTRANS'** Contract Manager is Olivia Liggins, olivia.liggins@dot.ca.gov, (916) 539-8350.
"Contract Manager" as used herein includes his/her designee.
- 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 when made in writing and received by the parties at their respective addresses:

City of Los Angeles

Attention: Gilbert Johnson, Director of Strategic Reentry Initiatives
Phone Number: (323) 613-9659
Email: Gilbert.Johnson@lacity.org
Office of Mayor Karen Bass
200 North Spring Street, Room 303
Los Angeles, CA 90012

California Department of Transportation

Division 56/Maintenance
Attention: Olivia Liggins, Contract Manager
Phone Number: (916) 539-8350
Email: olivia.liggins@dot.ca.gov
1120 N Street, MS 31
Sacramento, CA 95814

2. Changes in Terms/Amendment

This Agreement may only be amended or modified during the period of performance by mutual written agreement of the parties.

3. Termination

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

4. Cost Limitation

- A. The total amount payable to **LOCAL AGENCY** pursuant to this Agreement by **CALTRANS** shall not exceed \$10,131,480.00.
- B. It is understood and agreed that this Agreement fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered as authorized by the **CALTRANS** Contract Manager or its designee at or below the fund limitation amount set forth in the provision above.

5. Budget Contingency Clause

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

6. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927 and all agreements must comply with Public Contract Code Sections 10262 and 10262.5.
- B. Pursuant to Public Contract Code Section 10262, Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by Caltrans.
- C. Failure of Contractor adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by the Contractors State License Board may be implemented.

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

7. Invoicing and Payment

- A. For services satisfactorily rendered and approved by the Caltrans Contract Manager, and upon receipt and approval of the invoices, **CALTRANS** agrees to compensate the **LOCAL AGENCY** in accordance with the Scope of Work, Schedule, and Costs, **Attachment II**. Incomplete or disputed invoices shall be returned to the **LOCAL AGENCY**, unpaid, for correction.
- B. Invoices shall be itemized in accordance with **Attachment II** and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
- 1) Agreement Number.
 - 2) Date(s) of Service.
 - 3) Location of Service.
 - 4) Service Month.
 - 5) Number of Work Crews and Crew Members
- D. Each invoice shall be submitted in triplicate to:

California Department of Transportation

Division 56/Maintenance

Attention: Olivia Liggins, Contract Manager

Email: olivia.liggins@dot.ca.gov AND HQ.MTCE.Contracts@dot.ca.gov

1120 N Street, MS 31

Sacramento, CA 95814

8. Allowable Costs

- A. The method of payment for this Agreement will be based on actual allowable costs. **CALTRANS** will reimburse **LOCAL AGENCY** for expended actual allowable direct and indirect costs, including, but not limited to, labor costs, in performance of the Project Work, not to exceed the cost reimbursement limitation set forth in "Cost Limitation" provision, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without prior written agreement between **CALTRANS** and **LOCAL AGENCY**.
- B. Reimbursement of **LOCAL AGENCY** expenditures will be authorized only for those allowable costs actually paid to **LOCAL AGENCY** in the performance of the Project Work. **LOCAL AGENCY** must not only have incurred the expenditures on or after the Effective Date of this Agreement and before the Termination Date but must have also paid for those costs to claim any reimbursement.
- C. Payments to **LOCAL AGENCY** for Project-related travel and subsistence (per diem) expenses of **LOCAL AGENCY** forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file State employees under current California Department of Human Resources (CalHR) rules. If the rates invoiced by **LOCAL AGENCY** are in excess of CalHR rates, **LOCAL AGENCY** is responsible for the cost difference, and any overpayments inadvertently paid by **CALTRANS** shall be reimbursed to **CALTRANS** by **LOCAL AGENCY** on demand.

- D. **CALTRANS** will reimburse **LOCAL AGENCY** for all allowable Project costs no more frequently than monthly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of itemized signed invoices in triplicate. Invoices shall reference this Agreement Number and shall be signed and submitted to **CALTRANS** Contract Manager at the following address:

California Department of Transportation

Division 56/Maintenance

Attention: Olivia Liggins

Email: olivia.liggins@dot.ca.gov

1120 N Street, MS 31

Sacramento, CA 95814

- E. Invoices shall include the following information:

- 1) Names of the **LOCAL AGENCY** Personnel performing work
- 2) Dates of Service
- 3) Locations of Service (**LOCAL AGENCY**—address)

9. Reports

- A. **LOCAL AGENCY** shall submit written progress reports and expenditure reports with each set of invoices to allow the **CALTRANS** Contract Manager to determine if **LOCAL AGENCY** 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 Agreement 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. **LOCAL AGENCY** will provide five (5) copies and one (1) electronic version of the final written report to the **CALTRANS** Contract Manager.

10. Audit

- A. Parties have the right to audit each other in accordance with generally accepted governmental audit standards. **CALTRANS**, the California State Auditor, Federal Highway Administration (FHWA) (if the Project utilizes Federal funds), and **LOCAL AGENCY** will have access to all Project-related records of each party, and any consultant party hired by a **LOCAL AGENCY** to participate in Project, for audit, examination, excerpt, or transcription. The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The auditing party will be permitted to make copies of any Project-related records needed for the audit. The audited party will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt. Upon completion of the final audit, parties have 45 calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.
- B. If the Project expends State or Federal funds, each **PARTY** will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

11. Cost Principles

- A. **LOCAL AGENCY** shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- B. **LOCAL AGENCY** agrees, and will require that their contractors, subcontractors, and other subrecipients will be obligated to agree, that 48 CFR Part 31, 23 CFR Parts 40, 172, 645, and 646, and 2 CFR Part 200 shall be used to determine the allowability 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 **LOCAL AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 48 CFR, Part 31; 23 CFR; or 2 CFR, Part 200, are subject to repayment by **LOCAL AGENCY** to **CALTRANS**. Should **LOCAL AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **LOCAL AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other funding source.
- D. **LOCAL AGENCY** agrees to include Project in the schedule of projects to be examined in **LOCAL AGENCY's** annual audit and in the schedule of projects to be examined under its single audit prepared in compliance with 2 CFR, Part 200.
- E. Prior to **LOCAL AGENCY** seeking reimbursement of indirect costs, **LOCAL AGENCY** 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: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>. Proposals and requests must be submitted to, and in accordance with, **CALTRANS** Independent Office of Audits and Investigations requirements which may be accessed at: <https://iq.dot.ca.gov/resources>.
- F. Prior to Contractor(s) seeking reimbursement of indirect costs, **LOCAL AGENCY** must ensure: Contractor(s) prepared an indirect cost rate(s) approved or accepted by a cognizant agency or **CALTRANS** or request the use of the safe harbor rate in compliance with the 23 CFR, Part 172, Procurement, Management, and Administration of Engineering and Design Related Services. Chapter 10 of the Local Assistance Procedures Manual may be accessed at: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>. Proposals and requests must be submitted to, and in accordance with **CALTRANS** Independent Office of Audits and Investigations requirements, which may be accessed at: <https://iq.dot.ca.gov/resources>.
- G. **LOCAL AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety, except for **Section D, above**.

12. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

13. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010

(<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the contract.

14. Legal Relations and Responsibilities:

Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care respecting the Project different from the standard of care imposed by law.

15. Indemnification

- A. Nothing in the provisions of the Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the operation, maintenance, and repair of State highways different from the standard of care imposed by law.
- B. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **LOCAL AGENCY** under or in connection with any work, authority, or conduct conferred upon **LOCAL AGENCY** under this Agreement. It is understood and agreed that, **LOCAL AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from all claims, suits, or actions of every name, kind, and description arising out of this Agreement, including, but not limited to, any tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **LOCAL AGENCY** and/or its contractors/consultants, under or in connection with any work, authority or conduct delegated to **LOCAL AGENCY** under this Agreement.
- C. **LOCAL AGENCY** shall ensure in its contracts with its contractors/consultants that the latter shall defend, indemnify, and save harmless **CALTRANS** and all of its respective officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by contractors/consultants of **LOCAL AGENCY**, its employees, and/or agents towards the Project.

16. Insurance

LOCAL AGENCY shall require all its subcontractors to furnish a Certificate of Insurance for Commercial General Liability Insurance, automobile liability insurance, and evidence of valid Workers' Compensation coverage, in effect for the term of this Agreement, which names **CALTRANS** as an additional insured in an amount of \$1 million per person and \$2 million in aggregate. In addition, **LOCAL AGENCY** shall require its subcontractors to indemnify, defend, and hold harmless **CALTRANS** to the same extent as they do under their contracts with **LOCAL AGENCY**.

17. Nondiscrimination Clause (2 Cal. Code Regs. 11105 Clause b)

- A. During the performance of this Agreement, the **LOCAL AGENCY**, 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. **LOCAL AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- B. **LOCAL AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- C. **LOCAL AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing (DFEH) and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as DFEH or **CALTRANS** shall require to ascertain compliance with this clause.
- D. **LOCAL AGENCY** 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. **LOCAL AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

18. Funding Requirements

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to **CALTRANS** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program and Project, this Agreement shall be amended to reflect any reduction in funds.
- D. **CALTRANS** has the option to terminate this Agreement under the 30-day termination clause or to amend this Agreement to reflect any reduction of funds. In the event of an unscheduled termination, the **CALTRANS** Contract Manager may reimburse **LOCAL AGENCY** in accordance with the provisions of Article 4 of this Section III.

19. Records Retention

- A. **LOCAL AGENCY**, 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 **LOCAL AGENCY**, its Contractors, and all Subcontractors shall conform to Generally Accepted Accounting Principles, 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 **LOCAL AGENCY**, its Contractors, and Subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years from

the date of final payment to **LOCAL AGENCY** 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 **LOCAL AGENCY**, 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 Agreement, **CALTRANS** will rely to the maximum extent possible on any prior audit of **LOCAL AGENCY** pursuant to the provisions of Federal and State law. In the absence of such an audit, any acceptable audit work performed by external and internal auditors of **LOCAL AGENCY** 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, Sections 2500 et seq., when applicable, and other matters connected with the performance of **LOCAL AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **LOCAL AGENCY**, **LOCAL AGENCY'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 **LOCAL AGENCY** under this Agreement. **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 **LOCAL AGENCY** shall furnish copies thereof if requested.
- C. **LOCAL AGENCY**, 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 Agreement.

20. Administrative Remedy for Disputes

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

21. Subcontractors

By signing this Agreement, **LOCAL AGENCY**, certifies that it shall comply with the State Contracting Manual (SCM) concerning the selection of any subcontractors who will perform any services under this Agreement.

22. Third-Party Contracts

- A. **LOCAL AGENCY** shall not award a construction contract more than \$10,000 or other contracts more than \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Gov. Code Sections 4525(d), (e), and (f)) on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of **CALTRANS**.

- B. Any subcontract entered into by **LOCAL AGENCY** as a result of this Agreement shall mandate that travel and per diem reimbursements and third-party contract reimbursements to Subcontractors will be allowable as Project costs only after those costs are incurred and paid for by Subcontractors.

23. Drug-Free Workplace Certification

By signing this Agreement, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. 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)(1).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all 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) Any available counseling, rehabilitation, and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free Policy Statement, and
 - 2) Will agree to abide by the terms of the company's Statement as a condition of employment on the contract or grant.
- D. Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both, and **AGENCY** may be ineligible for the award of any future State contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

24. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or association, or any other relationship whatsoever other than that of an independent party.

25. No Common Law Employee Relationship

- A. **CALTRANS** does not possess authority and responsibility to employ, retain, enroll, and/or contract with, or discharge, all personnel. However, **CALTRANS** may request **LOCAL AGENCY** not to bring within **CALTRANS** right of way certain personnel to perform services which shall be considered by **LOCAL AGENCY** in good faith.
- B. **CALTRANS** does not require personnel working under this contract to be exclusively engaged in work under this Agreement or **CALTRANS** projects.

- C. **LOCAL AGENCY** shall provide all its own tools, equipment, and supplies for all work performed by **LOCAL AGENCY** pursuant to this Agreement, and **LOCAL AGENCY** shall not rely on **CALTRANS** to provide any of such tools, equipment, and/or supplies.
- D. **LOCAL AGENCY** shall provide its own training to all **LOCAL AGENCY** personnel, and **LOCAL AGENCY** shall not rely upon **CALTRANS** to provide any such training.
- E. **LOCAL AGENCY** shall be solely responsible for **LOCAL AGENCY** personnel pay and benefits, and the custody, care, and supervision of all **LOCAL AGENCY** personnel performing work in connection with this Agreement. No personnel performing any work in connection with this Agreement shall be considered employees of **CALTRANS** of any type, including, but not limited to, common law employees, at any time during the term of this Agreement.
- F. Permission for **LOCAL AGENCY** personnel to perform work on lands owned and/or controlled by **CALTRANS** does not in any way convey to **LOCAL AGENCY**, or any personnel, employee status of any type, including, but not limited to, common law employee status, that would extend to any of such persons any of the benefits afforded to employees of **CALTRANS**.
- G. **LOCAL AGENCY** shall provide all **LOCAL AGENCY** personnel who perform any work on this Agreement with Workers' Compensation coverage and benefits that are administered by the State Compensation Insurance Fund in accordance with the California Labor Code, during the entire term of this Agreement.
- H. **LOCAL AGENCY** shall advise all personnel performing any work in connection with this Agreement of all provisions of this section "No Common Law Employee Relationship," and **LOCAL AGENCY** shall advise all such personnel to report to **LOCAL AGENCY** any apparent or actual breaches of said provisions. **LOCAL AGENCY** shall immediately relay any such reports to the **CALTRANS** Contract Manager or designee.
- I. In the event that any personnel is injured on the job while performing any work pursuant to this Agreement, **LOCAL AGENCY** shall be solely responsible for ensuring, and shall ensure, that such injured person receives the appropriate level of medical care and transportation to a medical facility. **LOCAL AGENCY** shall also be solely responsible for the administration of any claims made by such injured person due to any such injury as well as all treatment of and for any such injury. **LOCAL AGENCY** shall notify the **CALTRANS** Contract Manager within twenty-four (24) hours, or by the following work day, of any such injury sustained while working under this Agreement and the name of the injured person, the nature of the injury, and where, when, and how the injury occurred.
- J. A **LOCAL AGENCY** supervisor will direct all work crew operations and safety procedures. **CALTRANS** personnel shall not be required to be at any worksite where **LOCAL AGENCY** personnel are performing work pursuant to this Agreement, but **CALTRANS** personnel shall be in the general geographic area of each such worksite to respond to any emergencies. **CALTRANS** shall give daily pre-job technical instructions and safety information specific to each work location. **LOCAL AGENCY** agrees to ensure that all **LOCAL AGENCY** personnel are trained to follow and do follow all applicable safety guidelines of the Caltrans Safety Manual and all applicable regulations and/or standards issued by Cal/OSHA, including, but not limited to, Title 8, California Code of Regulations, Section 3203. **LOCAL AGENCY** shall train **LOCAL AGENCY** personnel on risks encountered in the workplace, including, but not limited to, how to avoid accidental hypodermic needle sticks.
- K. All **LOCAL AGENCY** Supervisors shall have a working communication device (e.g., cell phone) on their persons at all times for safety and technical direction.

- L. All **LOCAL AGENCY** van drivers that transport **LOCAL AGENCY** work crews shall possess a current and valid California Driver's License. **LOCAL AGENCY** shall provide each of its work crews with a safe, fully functional passenger van to transport all **LOCAL AGENCY** Personnel; a portable toilet; and sufficient drinking water, as required by Cal/OSHA regulations.
- M. **LOCAL AGENCY** personnel shall at no time operate any heavy equipment or other complex equipment while performing any work under this Agreement.

26. Equipment Purchase (By **LOCAL AGENCY**)

- A. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **LOCAL AGENCY** enters into any non-budgeted purchase order or sub-agreement exceeding \$500 for supplies, equipment, or consultant services. **LOCAL AGENCY** 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 in the attached **Project Description (Attachment II)** and exceeding \$500, three (3) 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.
- C. Any equipment purchased as a result of this Agreement is subject to the following: **LOCAL AGENCY** shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. 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 **CALTRANS** upon request by **CALTRANS**.
- D. At the conclusion of the Agreement, or if the Agreement is terminated, **LOCAL AGENCY** 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 **LOCAL AGENCY** elects to keep the equipment, fair market value shall be determined, at **LOCAL AGENCY** expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to **CALTRANS** and **LOCAL AGENCY**. If **LOCAL AGENCY** 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 Agreement shall contain all of the provisions of this Article.

27. Disabled Access Review

Disabled access review by DGS, Division of the State Architect, is required for the construction of all publicly funded buildings, structures, sidewalks, curbs and related facilities. No construction contract will be awarded by **LOCAL AGENCY** unless **LOCAL AGENCY** plans and specifications for such facilities conform to the provisions of Government Code Sections 4450 and 4454, if applicable. Further requirements and guidance are provided in Title 24 of the California Administrative Code and the Americans with Disabilities Act (42 USC 12101 et. seq.).

28. Fire Marshal Review

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any **CALTRANS** owned or **CALTRANS** occupied buildings per Health and Safety Code Section 13108. When applicable, **LOCAL AGENCY** must assure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with **CALTRANS** fire protection standards.

29. Environmental Clearance

Environmental clearance of Project by **LOCAL AGENCY** and/or **CALTRANS** is required prior to requesting funds for right of way purchase or construction. No department or agency shall request funds, nor shall any department/agency board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by an environmental impact report per California Public Resources Code Section 21102. The California Environmental Quality Act (Pub. Res. Code Section 21080(b)(10)), does provide an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights-of-way already in use.

30. Labor Code Compliance: Prevailing Wages

If the work performed on this Project is done under contract and falls within the Labor Code Section 1720 et seq definition of a “public work”, in that it is construction, alteration, demolition, installation, repair, or maintenance, **LOCAL AGENCY** must conform to the provisions of Labor Code Sections 1720 through 1815, and all applicable regulations and coverage determinations issued by the Director of Industrial Relations. **LOCAL AGENCY** agrees to include prevailing wage requirements in its contracts for public works. Work performed by **LOCAL AGENCY**’s own forces is exempt from the Labor Code’s prevailing wage requirements.

31. Prevailing Wage Requirements in Subcontracts

LOCAL AGENCY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a “public work” as defined in Labor Code Section 1720 et seq. Subcontracts shall include all prevailing wage requirements set forth in **LOCAL AGENCY**’s contracts.

If Project is paid for, in whole or part, with Federal funds and is of the type of work subject to Federal prevailing wage requirements, **LOCAL AGENCY** will conform to the provisions of the Davis-Bacon and Related Acts (40 USC Sections 3141-3148).

When applicable, **LOCAL AGENCY** will include Federal prevailing wage requirements in contracts for public works. Project work performed by employees of a **LOCAL AGENCY**’s is exempt from any prevailing wage requirements.

32. Project Close Out

The Agreement Expiration Date refers to the last date for **LOCAL AGENCY** to incur valid Project costs or credits and is the date the Agreement expires. **LOCAL AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

33. Appendix E (Pertinent Nondiscrimination Authorities)

During the performance of this Agreement, **LOCAL AGENCY**, for itself, its assignees, and successors, and successors in interest (hereinafter referred to as "**LOCAL AGENCY**") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 USC Sections 2000d et seq., 78 Stat. 252) prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21;
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC Section 4601) prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;
- C. Federal-Aid Highway Act of 1973 (23 USC Sections 324 et seq.) prohibits discrimination on the basis of sex;
- D. Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, (42 USC Sections 6101 et seq.), as amended, prohibits discrimination on the basis of age;
- F. Airport and Airway Improvement Act of 1982 (49 USC Sections 471 and 47123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex;
- G. The Civil Rights Restoration Act of 1987 (PL 100-209) broadened the scope, coverage, and applicability of Title VI of the Civil Right Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients, and contractors, whether such programs or activities are Federally funded or not;
- H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC Sections 12131-12189) as implemented by USDOT regulations 49 CFR Parts 37 and 38;
- I. The Federal Aviation Administration's nondiscrimination statute (49 USC Sections 47123) prohibits discrimination on the basis of race, color, national origin, and sex;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which requires each Federal agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons (including populations) from participation in, denying persons (including populations) the benefits of, or subjecting persons (including populations) to discrimination under, such programs, policies, and activities, because of their race, color, or national origin, and requires each Federal agency to make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes

discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR §§ 74087-74100);

- L. Title IX of the Education Amendments of 1972 (20 USC Section 1681 et seq.), as amended, which prohibits discrimination because of sex in education programs or activities.

34. Public Records Request

If a party receives a public records request pertaining to the Project, that party will notify parties within five (5) working days of receipt and make parties aware of any disclosed public documents. Parties will consult with each other prior to the release of any public documents related to the Project.

35. Encroachment Permit

- A. **CALTRANS** will issue, upon proper application, the encroachment permits required for Project within State Highway System (SHS) right-of-way. **LOCAL AGENCY**, their contractors, consultants, agents' contractors and/or agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. **CALTRANS** will provide encroachment permits to **LOCAL AGENCY**, their contractors, consultants, agents, and utility owners at no cost to **LOCAL AGENCY**.
- B. **LOCAL AGENCY** will submit a one-time encroachment permit application for routine Project work as required by this Agreement. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement or any work that is not regular maintenance, prior to the start of any work within **CALTRANS'** right of way.

36. State-Owned Data

- A. **AGENCY** 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:
 - 1) 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.
 - 2) 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.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) 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.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify Caltrans 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.

7) 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. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

C. **AGENCY** agrees 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). (State Administrative Manual (SAM) Section 5335.1)

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

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

38. Mandatory Organic Waste Recycling

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

39. ADA Compliance

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

40. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and

effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

42. Laws to be Observed

Contractor shall keep fully informed of all existing and future laws, including: State and Federal, county and municipal ordinances and regulations including but not limited to Senate Bill 1383 of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. seq., and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to Caltrans Contract Manager in writing.

Attachments:

The following **Attachments** are incorporated into and are made a part of this Agreement by this reference and attachment.

- I. **LOCAL AGENCY** Resolution
- II. Scope of Work

Parties are empowered by California Streets and Highways Code to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By: Hilda Watterson
Title: Contract Officer
Date: 07/01/2025

CITY OF LOS ANGELES

By: Karren Janne
Title: Deputy Mayor
Date: 6/17/2025
By: _____
Title: _____
Date: _____
By: _____
Title: _____
Date: _____

LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment II – SCOPE OF WORK

City of Los Angeles, hereinafter referred to as **LOCAL AGENCY** shall provide mission- critical litter and debris removal services for the Department of Transportation (**CALTRANS**). For purposes of this Scope of Work “**LOCAL AGENCY**” shall refer to City of Los Angeles or its Subcontractor **AGENCYs**, as applicable. **LOCAL AGENCY** shall provide up to 6 transitional employment work crews, per day, at various locations within **CALTRANS** right-of-way assigned by **CALTRANS**. These services shall not replace the services identified in **Attachment 2, Existing Litter Contracts**, by and between **CALTRANS** and various other public agencies and private **LOCAL AGENCYs**, and locations assigned by a **CALTRANS** representative.

In addition, **CALTRANS** may have contracts with other Special Programs People, including, but not limited to, Court Referral Services and Adopt-A-Highway sponsors. **LOCAL AGENCY** understands and agrees that the **CALTRANS** Regional Superintendent or designee will not direct **LOCAL AGENCY** to perform services in areas covered by crews from other litter contracts and programs.

It is specifically understood and agreed that **LOCAL AGENCY** shall administer a transitional employment program in strict conformance with the terms and conditions of this Agreement.

Each work crew shall consist of eight (8) members including one (1) driver and one (1) supervisor/crew leader. However, adjustments to crew size may occur in uncontrollable situations to ensure safety or for labor shortage reasons. The daily crew rate will be prorated by the crew wage rate provided on the Rate Proposal Sheet (**Attachment 1**) to reflect the actual daily number of crew members. Less than four (4) crew members will not work nor be paid for the day.

CALTRANS will not reimburse for more than eight (8) crew members per crew per day. The standard work duration is 8 hours a day, up to 40 hours a week, and any additional hours worked beyond this limit without approval will not be compensated. Lunch breaks shall be limited one (1) hour and shall not be included in hours worked. Any crew sizes and hours below the standard crew size of 8 and working hours of 8 will have the daily crew rate decreased by the crew wage rate provided on the **LOCAL AGENCY** bid to reflect the actual daily number of crew members and hours worked.

LOCAL AGENCY will be responsible to ensure total costs billed are not to exceed total contract costs. The number of work crews shall vary by each **CALTRANS** facility and shall be agreed upon by **CALTRANS** and **LOCAL AGENCY**.

The services shall be provided between the working hours of 6:00 a.m. to 5:00 p.m., Monday through Friday, except State holidays and the dates on the **Attachment 10, No Work Day Schedule**. The dates on the **Attachment 10** can be changed at any time, including adding and removing dates. On occasion, **LOCAL AGENCY** may be required to provide services outside of normal business hours as determined by **CALTRANS** Contract Manager.

WORK SPECIFICATION

Each work crew shall consist of eight (8) members including one (1) driver and one (1) supervisor/crew leader. However, adjustments to crew size may occur in uncontrollable situations to ensure safety or for labor shortage reasons. The daily crew rate will be prorated by the state minimum wage of the number of missing crew member(s) and reflect the actual daily number of crew members. Less than four (4) crew members will not work nor be paid for the day.

CALTRANS will not reimburse for more than eight (8) crew members per crew per day unless approved by the Caltrans Contract Manager in advance. The standard work duration is 8 hours a day, up to 40 hours a week, and any additional hours worked beyond this limit without approval will not be

LITTER ABATEMENT COOPERATIVE AGREEMENT
Attachment II – SCOPE OF WORK

compensated. Lunch breaks shall be limited one (1) hour and shall not be included in hours worked. Any crew sizes and hours below the standard crew size of 8 and working hours of 8 will have the daily crew rate decreased by the crew wage rate provided on the **LOCAL AGENCY** bid to reflect the actual daily number of crew members and hours worked.

LOCAL AGENCY will be responsible to ensure total costs billed are not to exceed total contract costs. The number of work crews shall vary by each **CALTRANS** facility and shall be agreed upon by **CALTRANS** and **LOCAL AGENCY**.

The **CALTRANS** Maintenance Supervisor shall inform the **LOCAL AGENCY** of the specific daily location and work parameters of the work to be performed. **CALTRANS** Maintenance Supervisor and **LOCAL AGENCY** shall mutually agree upon a schedule.

Crews will be assigned to specific **CALTRANS** Maintenance Yards based on need, at the discretion of the **CALTRANS** Contract Manager.

The work shall be performed on **CALTRANS** Right of Way within a 60-mile radius of the crew staging area.

At **CALTRANS** Contract Manager's direction, **LOCAL AGENCY** shall provide up to six (6) work crews per day at various locations within **CALTRANS** right-of-way assigned by **CALTRANS**. Each work crew shall consist of eight (8) members including one (1) driver and one (1) supervisor/crew leader. However, adjustments to crew size may occur in uncontrollable situations to ensure safety or for labor shortage reasons. The daily crew rate will be prorated by the state minimum wage of the number of missing crew member(s) and reflect the actual daily number of crew members. Less than four (4) crew members will not work nor be paid for the day. **CALTRANS** will not reimburse for more than eight (8) crew members per crew per day. The standard work duration is 8 hours a day, up to 40 hours a week, and any additional hours worked beyond this limit without approval will not be compensated. Lunch breaks shall be limited one (1) hour and shall not be included in hours worked.

Compensated work hours begin when the work crew arrives at the **CALTRANS** Maintenance Yard or assigned work location and hours end when the work crew leaves the **CALTRANS** Maintenance Yard or assigned work location. Crew hours will be prorated below based on the actual number of hours the crew worked:

Actual # of Hours Worked	# of Hours Reimbursed
6-8 Hours	8 Hours
4-6 Hours	6 Hours
2-4 Hours	4 Hours
0-2 Hours	2 Hours

CALTRANS Contract Manager or designee may cancel or suspend work for any duration required for reasons such as but not limited to:

- Planned/Unplanned Events Impacting Roadway Conditions
- Inclement Weather
- Holiday Travel
- Natural Disaster/Emergencies

LITTER ABATEMENT COOPERATIVE AGREEMENT

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If work is cancelled or suspended by the **CALTRANS** Contract Manager no work will be reimbursed and only the **CALTRANS** Contract Manager can reverse the cancellation or suspension. If **LOCAL AGENCY**'s crews work without approval, no wages will be compensated.

LOCAL AGENCY shall be solely responsible for supervision and safety of the work crews(s) assigned to work on **CALTRANS** Right of Way.

LOCAL AGENCY shall be solely responsible for crew pay, workers compensation, and any other benefits required by state law. Subcontractor and crew member are not considered employees of **CALTRANS** at any time.

LOCAL AGENCY shall require all Subcontractors to furnish a Certificate of Insurance for Commercial General Liability Insurance, Automobile Liability Insurance, and evidence of valid Workers' Compensation coverage, which names **CALTRANS** as an additional insured.

CALTRANS shall pay **LOCAL AGENCY** for costs associated with the utilization of its crews to perform the required work according to the Rate Proposal Sheet, **Attachment 1**.

LOCAL AGENCY van drivers shall possess a valid, current California driver's license of appropriate class and shall operate vans capable of towing of portable toilets.

LOCAL AGENCY shall report to **CALTRANS** Contract Manager within twenty-four (24) hours of any inappropriate behavior on the part of crew members, any personal injury or illness, property damage, close calls, near miss and vehicle accidents arising out of work performed under this Agreement.

LOCAL AGENCY shall immediately investigate and report back to **CALTRANS** Contract Manager within seventy-two (72) hours on all incidents involving personal injury or illness, property damage, close calls, near miss and vehicle accidents. **LOCAL AGENCY**'s report shall include the following but is not limited to:

1. Identify deficiencies in operating policies, processes, and procedures.
2. Identify unsafe work practices caused by a lack of training.
3. Identify preventative measures that may be used to correct future similar situations and/or conditions.

LOCAL AGENCY shall immediately investigate and report back to **CALTRANS** Contract Manager within seventy-two (72) hours on all incidents involving, theft, or disruptive behavior. **LOCAL AGENCY** shall take appropriate action, including, but not limited to, removal of disruptive crew members from the work site temporarily or indefinitely.

At any time, **CALTRANS** Contract Manager or **CALTRANS** Maintenance Supervisor may request the removal of any crew member from the work site for inappropriate conduct and **LOCAL AGENCY** or Subcontractor shall immediately comply with such request.

LOCAL AGENCY shall provide records to the **CALTRANS** Contract Manager or designee, on a monthly basis and within 30 days from the end of the previous month. Using the following templates, records shall include, but not be limited to any invoices, Weekly Timesheet (**Attachment 3**), Monthly Crew Summary (**Attachment 4**), Monthly Invoice (**Attachment 5**), and Register of Participation (**Attachment 6**).

LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment II – SCOPE OF WORK

Signatures are required by **CALTRANS** Supervisor and **LOCAL AGENCY** on both Weekly Timesheet (**Attachment 3**) and Register of Participation (**Attachment 6**). Signatures may be provided either handwritten or electronic format. If an electronic signature is utilized, it is mandatory to include a timestamp generated by the electronic signature software program for validation purposes.

LOCAL AGENCY shall establish performance measures as approved by **CALTRANS** to ensure litter is removed from the state highway system and shall establish a goal of removing an average of (900)+/- bags of litter per month per crew over the term of the Agreement.

LOCAL AGENCY shall record and report the number of litter bags filled on a monthly basis as shown in Register of Participation (**Attachment 6**).

LOCAL AGENCY shall safely secure all filled trash bags and place in a pile on the side of the highway.

EQUIPMENT

1. **LOCAL AGENCY**, its Subcontractor, and crew members shall not operate any power equipment for any work under this Agreement including but not limited to gas/electric or pneumatic powered equipment. Only the use of hand tools is permitted.
2. **LOCAL AGENCY** shall supply each crew a fully functional van to legally transport crew members. The van shall be equipped with a rotating/flashing amber light, Title 13 compliant that is visible from 360 degrees. **LOCAL AGENCY** shall provide a portable toilet/work trailer, that shall be towed by the van and that is in safe operable condition at all times, as per the California Motor Vehicle Code.
3. The crew van shall have a first aid kit onboard for minor injuries of crew members.
4. The crew van shall have LED non-flammable safety flares mounted onboard to use in case of emergencies.

SAFETY

LOCAL AGENCY must have their own Supervisor or Crew Leader, per site, to direct crew operations and safety procedures. Dependent on the safety aspects of the work site, **CALTRANS** personnel are not required 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 to each site's Supervisor or Crew Leader. **LOCAL AGENCY** agrees to follow applicable safety guidelines within the **CALTRANS** Safety Manual and any applicable regulation or standard issued by California Division of Occupational Safety and Health (Cal/OSHA). The following also applies for the term of this Agreement:

1. **LOCAL AGENCY** shall have and ensure that their Subcontractor **AGENCYs** have an "Injury and Illness Prevention Program" (Program). **LOCAL AGENCY** shall submit their Subcontractor's Program to the **CALTRANS** Contract Manager. The Program must conform to Cal/OSHA's California Code of Regulation (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.

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2. **LOCAL AGENCY** reserves the right to refuse to provide services on any work site which may be deemed unsafe by **LOCAL AGENCY** and shall be **LOCAL AGENCY**'s sole obligation and continuing duty for make such a determination. If **LOCAL AGENCY** uses this right, they must contact/notify the **CALTRANS** Contract Manager or designee immediately and submit a written report to **CALTRANS** Contract Manager or designee detailing why the work was deemed unsafe within 24 hours of the determination.
3. **LOCAL AGENCY** Crew Leaders shall be available by cell phone during normal work hours for technical instructions and emergencies.
4. In the event that a crew member is injured on site, **LOCAL AGENCY** shall be responsible for ensuring that the injured worker receives the appropriate level of medical care and transportation to a medical facility. **LOCAL AGENCY** shall be responsible for the administration and processing of any and all Worker's Compensation claims due to any injuries incurred on the worksite. **LOCAL AGENCY** shall notify the **CALTRANS** Crew Supervisor and **CALTRANS** Contract Manager within 24 hours, or by the following workday, of any incidents or injuries sustained while working under this Agreement. **LOCAL AGENCY**s shall notify the local **CALTRANS** Supervisor and **CALTRANS** Contract Manager within 24 hours of any loss of work, close calls, disruptive behavior, and other unique incidents that occur while working under this Agreement. Examples of reportable incidences include but are not limited to, any incidents requiring medical, emergency or law enforcement services.
5. Upon Agreement Execution, **CALTRANS** will conduct initial safety training to **LOCAL AGENCY** 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, (Attachment 7)**.
6. **LOCAL AGENCY** must adhere to the instructions provided in "Bag It, Move It, Leave It?" document providing instructions for handling roadside litter **(Attachment 12)**.
7. **LOCAL AGENCY** Crew Leaders shall conduct quarterly safety meeting and provide documentation of such to the **CALTRANS** Contract Manager.
8. **LOCAL AGENCY** should conduct a Job Hazard Analysis (JHA) with the crew at the beginning of each work shift to identify new or previously unrecognized hazards, personal protective equipment (PPE) requirements, and any policy or procedure which must be followed as it relates to each assigned duty. Job Hazard Analysis conducted by **LOCAL AGENCY** Crew Leader shall be documented on the **LOCAL AGENCY**'s Job Hazard Analysis form **(Attachment 9)**. **LOCAL AGENCY** Crew Leader shall review the JHA at the end of each work shift and investigate any reported damage or deficiencies. Upon request, copies of daily tailgate safety meetings shall be submitted to the **CALTRANS** Contract Manager or **CALTRANS** Maintenance Supervisor at location where crew is deployed.
9. High heat procedures shall be documented on the Job Hazard Analysis form instead of the tailgate safety meeting form. This is required daily when temperatures are forecast to be equal to or exceed 95 degrees Fahrenheit.

LITTER ABATEMENT COOPERATIVE AGREEMENT

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10. **LOCAL AGENCY** shall conduct daily tailgate safety meetings that include hazards specific to work locations and include any applicable seasonal safety hazards.
11. Daily tailgate safety briefings (tailgate meetings) conducted by **LOCAL AGENCY** Crew Leader shall be documented with **Safety meeting report Form PMS0110 (Attachment 8)**, or **LOCAL AGENCY** equivalent. Upon request, copies of daily tailgate safety meetings shall be submitted to the **CALTRANS** Contract Manager or **CALTRANS** Maintenance Supervisor at location where crew is deployed.
12. **CALTRANS** will reimburse crew member wages for the new employee initial safety training, daily tailgate meetings, job hazard analysis, quarterly safety meeting, and any other approved training from the **CALTRANS** Contract Manager. All other training shall be the responsibility of the **LOCAL AGENCY**. **CALTRANS** will reimburse the following hours for each training:
 1. Initial Safety Training (New Employee) – 8 Hours per crew member
 2. Daily Tailgate Meeting – 0.5 Hours per crew member
 3. Job Hazard Analysis – 0.5 Hours per crew supervisor/leader
 4. Quarterly Safety Meeting – 3 Hours per crew member
13. **CALTRANS** Maintenance Supervisor will provide additional oversight, technical safety advice, additional meeting topics, or provide “special focus” daily safety briefings as needed.
14. **LOCAL AGENCY** shall train all crew members about the hazards of the work environment per **CALTRANS** safety protocols and provide additional training as needed.
15. **CALTRANS** and **LOCAL AGENCY** shall not allow crews to clean up litter and debris from active or abandoned homeless encampments.
16. If **LOCAL AGENCY** encounters any hazardous materials, including but not limited to bloodborne pathogens, biological waste, feces, syringes, hypodermic needles, sharp objects, or unknown substances during maintenance services performed under this Agreement, the **LOCAL AGENCY** shall not remove any hazardous materials and immediately contact **CALTRANS** Maintenance Supervisor for appropriate action.
17. **LOCAL AGENCY** shall ensure appropriate clothing and footwear is worn for the work being performed, according to all guidelines for Personal Protective Equipment (PPE) contained in the **CALTRANS** Safety Manual. Crew members are expected to report to work reasonable dressed to protect themselves from exposure to usual and/or predictable physical and environmental conditions found in the workplace.
18. The following **CALTRANS Approved** Personal Protective Equipment (PPE) shall be provided by **LOCAL AGENCY**:
 - a) Orange Color Safety Hardhat (American National Standards Institute (ANSI) Z89.1 1997, Class G or latest), No **CALTRANS** (CT) Logo. White Color Safety Hardhat (American National Standards Institute (ANSI) Z89.1.1997, Class G or latest), without **CALTRANS** (CT) Logo shall be worn by the Crew Supervisor.
 - b) Safety glasses (ANSI Z87.1-1989 compliant).
 - c) Puncture resistant gloves.

LITTER ABATEMENT COOPERATIVE AGREEMENT

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- d) Lime green safety vests ANSI/International Safety Equipment Association (ISEA) 107-2015 Class III – latest edition ANSI specifications.
- e) Raingear, if needed. Raingear shall be ANSI/ISEA 107-2010 Class III compliant- (latest edition) or ANSI/ISEA 107-2010 Class III compliant – (latest edition). **Warning garments must be worn over the raingear.** During inclement weather, **CALTRANS** will investigate other work assignments away from roadside.

19. **CALTRANS** will furnish:

- a) Bags
- a) Litter sticks
- b) Hand tools, shovels, hoes, rakes
- c) Tyvek coveralls if needed
- d) Necessary safety cones, warning signs, and/or flags

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

- a) Either provide training to **LOCAL AGENCY** so they may perform sign and flag setup
- b) Setup signs and flags for **LOCAL AGENCY**
- c) Setup lane closure for **LOCAL AGENCY**
- d) Request Maintenance Zone Enhanced Enforcement Program (MAZEEP) services, if needed. **CALTRANS** must be present when utilizing MAZEEP services.
- e) Provide a barrier vehicle, if needed

21. **PRIORITY WORK TO BE PERFORMED BY LOCAL AGENCY LITTER REMOVAL CREWS**

- a) Litter and Debris removal

WHEN NO LITTER AND DEBRIS REMOVAL WORK IS PRESENT, CREWS CAN ALSO PERFORM WORK INCLUDING, BUT NOT LIMITED TO:

- b) Weed and vegetation control using hand tools.

Assignment of Service Requests:

1. Work assignments and locations will be assigned to **City of Los Angeles** through issuance of a Service Request describing in detail the services to be performed (**Attachment 11, Sample Service Request**)
2. Caltrans will identify all work to be performed under this contract through preparation of a draft Service Request (**Attachment 11, Sample Service Request**). A draft Service Request will identify the scope of services, expected results, period of performance, project schedule, and budget. The draft Service Request will be delivered to **City of Los Angeles** for review. **City of Los Angeles** shall review all Service Requests within two (2) weeks after receipt to ensure **City of Los Angeles** can provide all the resources required by the Service Request.

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3. The following shall apply to negotiated Service Requests:
- a) **City of Los Angeles** will be compensated based on actual service rendered under each Service Request.
 - b) **City of Los Angeles** shall not commence performance of work or services on a Service Request until it has been approved by Caltrans. No payment will be made for any work performed prior to approval or after the period of performance of the Service Request.
 - c) The period of performance for Service Requests shall be specified in the Service Request. No Service Request will be written which extends beyond the expiration date of this Agreement.
 - d) The total amount payable by Caltrans for an individual Service Request shall not exceed the amount agreed to in the Service Request.
 - e) Unless otherwise specified in the Service Request, the normal work week shall consist of forty (40) hours. Overtime is not permitted under this agreement and will not be reimbursed.
 - f) After agreement has been reached, the finalized Service Request shall be signed by both **City of Los Angeles** and Caltrans. If Caltrans and **City of Los Angeles** are unable to reach agreement, Caltrans may terminate the Service Request in accordance with the provision of **Cooperative Agreement, Section III, Item 3 Termination**.

City of Los Angeles Budget					
Fiscal Year	Month-Year	Working Days in Month	No. Work Crews	*Estimated Daily Total Reimbursement Rate Per Work Crew	Maximum Monthly Total Compensation (Estimated)
FY 2025/26	Jul-25	22	6	\$2,385	\$314,820
	Aug-25	21	6	\$2,385	\$300,510
	Sep-25	21	6	\$2,385	\$300,510
	Oct-25	23	6	\$2,385	\$329,130
	Nov-25	15	6	\$2,385	\$214,650
	Dec-25	17	6	\$2,385	\$243,270
	Jan-26	19	6	\$2,385	\$271,890
	Feb-26	19	6	\$2,385	\$271,890
	Mar-26	20	6	\$2,385	\$286,200
	Apr-26	21	6	\$2,385	\$300,510
	May-26	19	6	\$2,385	\$271,890
	Jun-26	20	6	\$2,385	\$286,200
Total FY 2025/26		237			\$3,391,470
FY 2026/27	Jul-26	21	6	\$2,385	\$300,510
	Aug-26	21	6	\$2,385	\$300,510
	Sep-26	20	6	\$2,385	\$286,200
	Oct-26	22	6	\$2,385	\$314,820
	Nov-26	16	6	\$2,385	\$228,960
	Dec-26	16	6	\$2,385	\$228,960
	Jan-27	18	6	\$2,385	\$257,580
	Feb-27	19	6	\$2,385	\$271,890
	Mar-27	21	6	\$2,385	\$300,510
	Apr-27	21	6	\$2,385	\$300,510
	May-27	19	6	\$2,385	\$271,890
	Jun-27	21	6	\$2,385	\$300,510
Total FY 2026/27		235			\$3,362,850
FY 2027/28	Jul-27	20	6	\$2,385	\$286,200
	Aug-27	22	6	\$2,385	\$314,820
	Sep-27	20	6	\$2,385	\$286,200
	Oct-27	21	6	\$2,385	\$300,510
	Nov-27	18	6	\$2,385	\$257,580
	Dec-27	16	6	\$2,385	\$228,960
	Jan-28	18	6	\$2,385	\$257,580
	Feb-28	19	6	\$2,385	\$271,890
	Mar-28	21	6	\$2,385	\$300,510
	Apr-28	19	6	\$2,385	\$271,890
	May-28	21	6	\$2,385	\$300,510
	Jun-28	21	6	\$2,385	\$300,510
Total FY 2027/28		236			\$3,377,160
Total Weeks		708			
Total Maximum Contract Funding					\$10,131,480
Budget represents an estimate. Number of crews may fluctuate from month to month. Actual compensation rates are subject to applicable State and Federal law. Wages reflects a 6 - 8 person crew. Crews ranging from 4-5 personnel will be prorated. Less than 4 crew members will not work nor be paid for the day.					

Daily Rate to be reduced by \$120 per day for each crew member less than 6. See Chart Below.

Daily Rate for Full Crew	5 Crew Members	4 Crew Members
\$2,385	\$2,265	\$2,145
\$2,385	\$2,265	\$2,145
\$2,385	\$2,265	\$2,145

Existing Litter Contracts

District	Contract Number	Prime Vendor	Begin Date	End Date	Brief Description	PM or Location	Contract Amount
02	02A1968	COUNTY OF SHASTA	7/1/2021	6/30/2024	Shasta Opportunity Ctr (Litter Removal); Renewal of 02A1753	Not Available	\$ 429,992.97
03	03A3252	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	7/1/2021	6/30/2024	Sutter Sierra region Litter pickup contract	Not Available	\$ 800,000.00
04	04A6273	COUNTY OF SANTA CLARA	3/1/2023	2/28/2026	Litter and Weed Removal	Not Available	\$ 6,675,143.00
04	04A6607	COUNTY OF MARIN	4/1/2023	3/31/2026	Litter and Weed Removal Program	Not Available	\$ 1,683,694.15
04	04A7149	Sonoma County Probation	7/1/2025	6/30/2028	Litter and Weed Removal Program	Not Available	\$ 1,429,288.00
06	06A2740	DEPARTMENT OF CORRECTIONS AND REHABILITATION	2/16/2022	2/15/2025	Pleasant Valley State Prison - Litter and Fire Control	Not Available	\$ 1,006,668.00
08	08A3535	California Department of Corrections and Rehabilitation	11/1/2022	10/31/2025	Litter removal and landscape maintenance	Not Available	\$ 452,390.40
09	09A0971	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	1/1/2024	12/31/2024	Litter Abatement	Not Available	\$ 474,869.16
10	10A2275	SAN JOAQUIN COUNTY OFFICE OF EDUCATION DBA GREATER VALLEY CONSERVATION CORPS	7/1/2021	6/30/2024	Litter Removal, San Joaquin County Office of Education dba Greater Valley Conservation Corps, Coop	Not Available	
11	11A3232	SINGH GROUP INC.	7/1/2021	6/30/2024	Litter Removal	Not Available	\$ 2,240,000.00
11	11A3275	QUALITY SPRAYERS, INC.	8/2/2021	8/1/2024	Litter and Debris Removal in East Region	Not Available	\$ 1,650,000.00
56	56A0691	Butte County Office of Education	12/1/2021	6/30/2024	Clean CA Litter Removal - Butte County Office of Education, Service	Not Available	\$ 127,068,266.00
56	56A0691	Butte County Office of Education	12/1/2021	6/30/2024	Clean CA Litter Removal - Butte County Office of Education, Service Amendment #1	Not Available	
56	56A0691	Butte County Office of Education	12/1/2021	6/30/2025	Clean CA Litter Removal - Butte County Office of Education, Service Amendment #2	Not Available	
56	56A0691	Butte County Office of Education	12/1/2021	6/30/2025	Clean CA Litter Removal - Butte County Office of Education, Service Amendment #3	Not Available	
56	56A0693	DEPARTMENT OF CORRECTIONS AND REHABILITATION	7/1/2022	6/30/2025	CDCR Statewide litter and debris removal	Not Available	\$ 18,686,382.00
56	56A0694	DEPARTMENT OF CORRECTIONS AND REHABILITATION	7/1/2022	6/30/2025	CDCR litter and debris removal services on the highway system, impacting Water quality and drainage - Oakland CA area.	Not Available	\$ 10,192,572.00
56	56A0701	CITY OF LOS ANGELES	7/1/2022	6/30/2025	Litter Removal, City of Los Angeles, COOP	Not Available	\$ 10,165,536.00
56	56A0702	SAN DIEGO COUNTY PROBATION DEPARTMENT	1/1/2023	12/31/2025	Litter Removal	Not Available	\$ 8,528,985.00
56	56A0704	Butte County Office of Education	7/1/2022	6/30/2025	CoOp- Butte County Office of Education Litter Removal - SHA Funded	Not Available	\$ 51,876,801.00
56	56A0728	COUNTY OF SANTA CLARA	2/24/2023	2/23/2026	Clean CA Litter Removal	Not Available	\$ 7,451,200.00

**CALTRANS LITTER ABATEMENT
 WEEKLY TIME/PRODUCTION SHEET**

Timesheet Ending: _____ **Daily Tailgate Completed**

click on dropdown yes or no

Jobsite: Jobsite: _____

Jobsite: Jobsite: _____

Jobsite: Jobsite: _____

Jobsite: _____

Crew Member Name								Hours
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
Total Hours Crew Size		0	0	0	0	0	0	0
		0	0	0	0	0	0	
								Totals
Production	Number of Litter Bags							0
	Travel Time							0
	Trash Time							0
	Landscape Time							0
	Safety Training							0
	Other							0
	Total Hours	0	0	0	0	0	0	0

Crew Supervisor Signature: _____ **Date:** _____

Caltrans Supervisor Signature: _____ **Date:** _____

CALTRANS LITTER ABATEMENT PROGRAM MONTHLY CREW

SUMMARY

SERVICE MONTH: _____

CONTRACT NUMBER: _____

INVOICE NUMBER: _____

NAME OF CONTRACTOR
STREET ADDRESS
CITY, STATE ZIP CODE
CALTRANS YARD
In accordance with Agreement, payment is requested for satisfactory services provided on the following dates:

Crew Identifier _____

Number of Days Worked During Billing Period _____

Number of Days Worked During Billing Period (based on crew sizes)	Crew Size	Rate	Days	Amounts
	6 to 8		0	\$0
	5		0	\$0
	4		0	\$0
	3		0	\$0

TOTAL PAYMENT REQUESTED

\$0

MONTHLY INVOICE

SERVICE MONTH _____

AGREEMENT NUMBER _____

INVOICE NUMBER _____

NAME OF CONTRACTOR
STREET ADDRESS
CITY, STATE, ZIP CODE

In accordance with Agreement, payment is requested for satisfactory services provided on the following dates:

Total Number of Crews _____

Total Number of Crews Worked for the Month _____

Daily Per Work Crew Compensation Rate _____

TOTAL PAYMENT REQUESTED _____

CLAIM CERTIFICATION

I hereby certify under penalty of perjury that the contractor named herein is entitled to the amount claimed; that the claim within is in all respects a true and correct statement of amounts due and complies with Government Code Sections 1090 and 1096, inclusive;

SIGNATURE OF PROGRAM DIRECTOR/DATE

SIGNATURE OF PROGRAM MANAGER/DATE

DIRECTOR NAME (TYPED)

PROGRAM MANAGER NAME (TYPED)

CONTACT PHONE NUMBER/EMAIL

CONTACT PHONE NUMBER/EMAIL

CALTRANS LITTER ABATEMENT				
REGISTER OF PARTICIPATION				
Caltrans Yard				
Month/Year				
Crew Identifier		Unique Identifier		
Crew Supervisors Name				
Date	Crew Size	Site Location	# Filled Trash Bags	Cubic Yards
1	0			0.00
2	0			0.00
3	0			0.00
4	0			0.00
5	0			0.00
6	0			0.00
7	0			0.00
8	0			0.00
9	0			0.00
10	0			0.00
11	0			0.00
12	0			0.00
13	0			0.00
14	0			0.00
15	0			0.00
16	0			0.00
17	0			0.00
18	0			0.00
19	0			0.00
20	0			0.00
21	0			0.00
22	0			0.00
23	0			0.00
24	0			0.00
25	0			0.00
26	0			0.00
27	0			0.00
28	0			0.00
29	0			0.00
30	0			0.00
31	0			0.00

Monthly Crew Size Summary	
Days Crew Size (6-8)	0
Days Crew Size (5)	0
Days Crew Size (4)	0
Days Crew Size (3)	0
Daily Average Crew Size	#DIV/0!

Production	
Number of days worked	0
Trash Bag Total	0
Daily Average of Trash Bags	0.00
Average per crew member	#DIV/0!
Total cubic yard	0.00

Total Production Time	
Travel Time	0
Trash Time	0
Landscape Time	0
Safety Training	0
Other	0

Crew Supervisor Signature: _____

Date: _____

Caltrans Supervisor Signature: _____

Date: _____

by signing this I am verifying I have reviewed all corresponding timesheets that correlate with this document

Code of Safe Operating Practices

LITTER REMOVAL ROADSIDE

HAZARD REVIEW

Moving traffic
Hidden obstructions
Overcrowding of workers
Unidentified material
Exposure to sharp objects
Infectious substances
Biological wastes
Distracted motorists

SAFE OPERATING PROCEDURES

1. Review safe practice rules for applicable equipment (including rental equipment) and perform pre-operational checks.
2. Review work area protection procedures and any traffic control requirements. The use of MAZEPP (Maintenance Zone Enhanced Enforcement Program) is recommended.
3. If a porta-potty is used in a stationary operation, a barrier vehicle shall be placed behind it. The van towing the porta-potty shall not be used as the barrier. It is recommended that moving litter removal operations have a shadow vehicle behind the van and porta-potty. Please refer to Chapter 8 of the Maintenance Manual, Sections 8.10 and 8.11 for definitions.
4. Park in an area suitable for safe entering or exiting of vehicle and which does not cause a hazard to yourself or others.
5. While on foot, make every effort to perform work *facing* oncoming traffic.
6. If two or more people are working on foot close to each other within thirty feet of moving traffic on a roadway with a posted speed limit of 55 mph or more, and have no physical protection, then a lookout shall be assigned.
7. Use standard personal protective equipment.
8. Workers should stay clear of moving equipment.
9. Beware of hidden obstructions in grassy areas or unstable terrain.
10. Properly identify material or object before handling.
11. Use caution when handling bags containing broken or sharp objects.

...Cont'd on next page

Code of Safe Operating Practices

LITTER REMOVAL ROADSIDE (Cont'd)

12. Allow ample space for each employee to work safely. Avoid "bunching" of workers.
13. Read Code for Roadway Litter and Debris, if applicable.
14. Do not overload bags.
15. Place bags where they can be safely retrieved. Do not leave bags in gore areas.
16. Immediately report any discovered weapons or illegal substances to your Supervisor. Do not touch or move them. Call the CHP or local law enforcement to investigate and remove any weapons or illegal substances.
17. Supervisors should consider all methods of work zone safety enhancement such as using CMS for safety messages, Balsi Beam, MAZEPP and group maintenance.
18. Be aware of slip/trip/fall hazards when working near bridge rails.
19. Avoid sharp turns when towing a porta-potty; trailer could overturn.

Handling Medical and Biological (Human) Wastes

1. Employees shall be informed of the potential health hazards involved with contact of biological (human) wastes and shall be trained regarding proper hygienic procedures.
2. Use standard personal protective equipment. In addition, impermeable (rubber) gloves, boots and rain gear or Tyvek coveralls are required while working with biological wastes. An approved half-mask respirator with organic vapor cartridges may also be desirable.
3. Do not eat or smoke while working with biological wastes. Wash hands thoroughly with clean water and soap before eating, drinking, smoking or using the restroom. Safe drinking and wash water and soap shall be provided at the work site.
4. Plan the task to minimize public and employee contact with potentially infectious substances and to prevent environmental damage. Contain the waste with earth berms if possible or use absorbent materials.
5. Use a disinfectant such as a chlorine bleach solution to disinfect the waste before picking it up.
6. Use motorized equipment (loader, backhoe, Vactor, etc.) whenever possible.
7. An adequate first aid kit should be available.
8. For large quantities, the services of a contractor may be warranted. If services of a contractor are warranted, a properly trained First Responder should be contacted.

SAFETY MEETING REPORT

PM-S-0110 (REV 06/2020)

ACTION AND DISTRIBUTION:

- ☐ 1. First-line supervisor conducts meeting, completes, and signs form.
- ☐ 2. First-line supervisor retains and posts one copy.
- ☐ 3. First-line supervisor sends original to second-line supervisor for review.
- ☐ 4. Second-line supervisor reviews, signs original, and returns to first-line supervisor to file.
- ☐ 5. Additional routing to:

NOTE: See Chapter 2, Safety Meetings in the Caltrans Safety Manual and Sections 2-106B-C in the Construction Manual for details.

DATE	OFFICE / CREW / PROJECT NAME	COST CENTER / PROJECT NUMBER

PRINT NAME OF EMPLOYEES (Add additional sheets if required)

SAFETY TOPICS DISCUSSED

SAFETY SUGGESTIONS/COMMENTS

SUPERVISOR'S COMMENTS

FIRST-LINE SUPERVISOR SIGNATURE	DATE	SECOND-LINE SUPERVISOR SIGNATURE	DATE

TYPE OF SAFETY MEETING (CHECK ONE)

- ☐ Field Related Activities
- ☐ Office Related Activities
- ☐ Safety Stand-down

SUGGESTED TOPIC FOR DISCUSSION (SELECTED ONLY IF APPLICABLE)

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Safe work habits | <input type="checkbox"/> Maintenance, Chapter 8 | <input type="checkbox"/> Respirator safety | <input type="checkbox"/> Safety vest |
| <input type="checkbox"/> Safe work conditions | <input type="checkbox"/> Traffic control/Flagging | <input type="checkbox"/> Confined spaces | <input type="checkbox"/> Body protection |
| <input type="checkbox"/> Policies/Procedures | <input type="checkbox"/> Slip/Trip/Fall hazards | <input type="checkbox"/> Hard hats | <input type="checkbox"/> Foot protection |
| <input type="checkbox"/> Close Calls | <input type="checkbox"/> First aid treatment | <input type="checkbox"/> Protective vehicles | <input type="checkbox"/> Safety glasses |

JOB HAZARD ANALYSIS

MTCE-0105 (NEW 04/2021)

CREW	DATE
ACTIVITY	SUPERVISOR
TODAY'S TASKS	

What are the potential hazards for this operation?	How will the potential hazards be mitigated?
1)	1)
2)	2)
3)	3)
4)	4)

What PPE do we need to perform today's tasks?(List the specific tool(s) and any additional PPE required)

1)
2)
3)

What are the specific pinch points that a Caltrans employee may encounter?

(Hands / feet / body placement caught between equipment / material / tools)

1)
2)
3)
4)

Have any conditions changed since we last worked in this area?

(i.e. traffic, energized power, other crews, air quality, weather, new crew member, etc.)

1)
2)
3)

	<u>Yes</u>	<u>No</u>
Will a worker safety message be used on a CMS?	<input type="checkbox"/>	<input type="checkbox"/>
<u>If no, why not?</u>		

(Please refer to CMS Guidelines published by the Division of Traffic Operations)

SAFETY REMINDERS

	Yes	No	N/A
• Is there a new employee(s) who will need support/mentoring?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Did crew review high heat procedures? Today's temp? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Have employees been encouraged to drink plenty of water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Have employees been reminded of their right to take a cool down rest when necessary?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Is there a vehicle running with A/C?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Has the water replenishment plan been discussed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Who will provide direct observation? _____			
○ Is effective communication available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
○ Employees instructed to call 911 in an emergency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do we need to review a SDS to proceed with this task?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do we have a current USA Dig ticket and has site been reviewed? Ticket # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does this task require special coordination with other crews?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do we need to monitor air quality? www.airnow.gov	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does this task require any special permits or CSOP review? (i.e. railroad ROW access, equipment, traffic, confined space, trenching, Valley Fever, bloodborne pathogens, lead, NOA, fall protection, silica, overhead power lines, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REVIEWED BY (Please print name legibly) DO NOT SIGN IF JHA IS BLANK!

Employee Name / Signature	Employee Name / Signature
/	/
/	/
/	/
/	/
/	/
/	/
/	/

SAFETY END-OF-SHIFT REVIEW

	Yes	No
• Any Caltrans equipment / property damage reported (if yes, describe below)?	<input type="checkbox"/>	<input type="checkbox"/>
• Any injuries reported (if yes, describe below)?	<input type="checkbox"/>	<input type="checkbox"/>

ALL INJURIES MUST BE REPORTED TO SUPERVISOR IMMEDIATELY AND INJURY REPORTING GUIDELINES MUST BE COMPLIED WITH.

Signature of Person Filling Out Form _____


Print Name _____


2025 SPP No Work Day Schedule

SPP Contract -No Work Days:

Work shall not be conducted on or within 24 hours preceding the following holidays, holiday weekends, or other potential high traffic days: Martin Luther King Jr's Day, President's Day, Easter, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day (July 4th), Labor Day, Veterans Day, Thanksgiving and the day after. Work during Christmas and New Years week are subject to change. Unless specified, work is permitted the day following the holiday, holiday weekend or other potential high traffic days. These dates may be subject to change at the Contract Manager or designees discretion.

2025 No Work Days		Sun	Mon	Tue	Wed	Thur	Fri	Sat
JAN	New Years Day Martin Luther King Jr's Day	29	30	31	1	2	3	
							17	18
		19	20					
FEB	President's Day						14	15
		16	17					
MAR	Cesar Chavez						28	29
		30	31					
APRIL	Easter Day						18	19
		20						
MAY	Memorial Day						23	24
		25	26					
JUNE	Juneteenth				18	19		
JULY	Independence Day					3	4	5
		6						
AUG	No Holidays							
SEPT	Labor Day						29	30
		31	1					
OCT	No Holidays							
NOV	Veterans Day Thanksgiving Day & Day After							
			10	11				
					26	27	28	29
		30						
DEC	Christmas							
				23	24	25	26	27


 Holiday


 Additional "No Work" Day Associated with the Holiday


* Date Holiday Observed

2026 SPP No Work Day Schedule

SPP Contract -No Work Days:								
Work shall not be conducted on or within 24 hours preceding the following holidays, holiday weekends, or other potential high traffic days: Martin Luther King Jr's Day, President's Day, Easter, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day (July 4th), Labor Day, Veterans Day, Thanksgiving and the day after. Work during Christmas and New Years week are subject to change. Unless specified, work is permitted the day following the holiday, holiday weekend or other potential high traffic days. These dates may be subject to change at the Contract Manager or designees discretion.								
2026 No Work Days		Sun	Mon	Tue	Wed	Thur	Fri	Sat
JAN	New Years Day Martin Luther King Jr's Day	28	29	30	31	1	2	3
		4						
							17	18
		18	19					
FEB	Preside nt's Day							14
		15	16					
MAR	Cesar Chavez							28
		29	30	31				
APRIL	Easter Day						3	4
		5						
MAY	Memorial Day						22	23
		24	25					
JUNE	Juneteenth					18	19	
JULY	Independ ence Day						3	4
		5	6					
AUG	No Holidays							
SEPT	Labor Day						4	5
		6	7					
OCT	No Holidays							
NOV	Veterans Day Thanksgiving Day & Day After			10	11			
					25	26	27	28
		29						
DEC	Christmas							
					23	24	25	27


 Holiday


 Additional "No Work" Day Associated with the Holiday

 * Date Holiday Observed

2027 SPP No Work Day Schedule

SPP Contract -No Work Days:								
Work shall not be conducted on or within 24 hours preceding the following holidays, holiday weekends, or other potential high traffic days: Martin Luther King Jr's Day, President's Day, Easter, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day (July 4th), Labor Day, Veterans Day, Thanksgiving and the day after. Work during Christmas and New Years week are subject to change. Unless specified, work is permitted the day following the holiday, holiday weekend or other potential high traffic days. These dates may be subject to change at the Contract Manager or designees discretion.								
2027 No Work Days		Sun	Mon	Tue	Wed	Thur	Fri	Sat
JAN	New Years Day Martin Luther King Jr's Day	27	28	29	30	31	1	2
		3						
							15	16
		17	18					
FEB	Preside nt's Day						12	13
		14	15					
MAR	Cesar Chavez			30	31			
APRIL	Easter Day						26	27
		28						
MAY	Memorial Day						28	29
		30	31					
JUNE	Juneteenth						18	19
JULY	Independ ence Day						2	3
		4	5					
AUG	No Holidays							
SEPT	Labor Day						3	4
		5	6					
OCT	No Holidays							
NOV	Veterans Day Thanksgiving Day & Day After				10	11		
						25	26	27
		28						
DEC	Christmas							
						23	24	25

 Holiday

 Additional "No Work" Day Associated with the Holiday

* Date Holiday Observed

Attachment 11 Sample Service Request

SERVICE REQUEST NUMBER: _____

(Assigned by Caltrans Contract Manager)

Person Requesting Service: _____ Unit: _____ Region: _____

Request Date: _____ Phone Number: _____

Location: _____

Caltrans Contract Manager Approval: _____

LOCATION, TIME, AND TYPE OF SERVICE:

PERIOD OF PERFORMANCE:

Work under this Service Request shall begin on _____ and terminate on _____.

COST ESTIMATE: \$ _____

SIGNATURES:

IN WITNESS WHEREOF, this Service Request has been executed under the provisions of Agreement Number 56A0841 between the California Department of Transportation (Caltrans) and City of Los Angeles. By signature below, the parties hereto agree that all terms and conditions of this Service Request and Agreement Number 56A0841 shall be in full force and affect.

City of Los Angeles

Print: _____

Sign: _____

Print: _____

Sign: _____

CALTRANS

Print: _____

Sign: _____

Print: _____

Sign: _____



Bag It, Move It, or Leave It?

SPP Instructions for Handling Roadside Litter

BAG IT

1. These items may be placed in a bag.

- A. Small items made of paper, cardboard, plastic, styrofoam, wood, rubber, glass, or metal provided that the item does not have sharp edges.
- B. Small, empty containers provided that the item does not have sharp edges.

MOVE IT

1. These items should be placed alongside your stacked bags at the edge of the shoulder.

- A. Items with dull, pointed edges that might tear a bag.
- B. Large items that would prevent a bag from being properly tied closed.
- C. Heavy items that could tear a bag, provided that the item can be moved without causing physical injury.
- D. Containers that are not empty if the contents won't spill when moved and you can identify the product as one that is not hazardous. If you suspect that an item contains urine, do not move it.

If in doubt, leave the item alone!

LEAVE IT

1. These items should be left where found without taking further action.

- A. Sharp, large, or heavy items that could cause physical injury if moved.
- B. Any item in an unsafe location (within six feet of a traffic lane, on unstable ground, etc.).

2. Report these items to the Caltrans Crew Supervisor that day, or on the next working day, during normal business hours. You may leave a voice message.

- A. Items you are not permitted to bag or move that will not be easily visible to the Caltrans crew collecting your filled bags. (If possible, place a filled bag near to the item to mark its location.)
- B. Securely closed items containing hazardous substances. *

3. Report these items to the Caltrans Crew Supervisor that same day. If you are unable to speak directly to a Caltrans employee, call 911 to report the item.

- A. Any item that you cannot identify, and suspect may be hazardous.
- B. Unclosed or leaking items containing hazardous substances. *

4. Call 911 if you find the following kinds of items. If you do not have access to a cell phone or call box, then someone other than your group's safety leader, must leave the site to make the call. Then, unless advised to leave the area, the safety leader must stay at the site until a California Highway Patrol officer (or a Caltrans representative) arrives.

- A. Items with hazardous material labels. *
- B. Items that could pose an immediate danger. *
- C. Items that could be crime-scene evidence. *

Keep a safe distance away from the item and do not disturb it in any way!

**See back for examples.*

If an item you find has a strong odor, leave the area immediately and call the appropriate authority.

Items of Concern

ITEM	LEAVE IT	LEAVE IT AND CALL CALTRANS DURING BUSINESS HOURS*	LEAVE IT AND CALL CALTRANS THAT DAY**	LEAVE IT AND CALL 911 IMMEDIATELY***
Miscellaneous Items				
Broken glass	X			
Any item that you cannot identify and suspect may be hazardous			X	
Hazardous Substances				
Spills of liquid or powdery substances			X	
Fuels		X if securely contained	X if open or leaking	
Motor oils, transmission fluids, petroleum products		X if securely contained	X if open or leaking	
Antifreeze		X if securely contained	X if open or leaking	
Batteries		X if securely contained	X if open or leaking	
Flares		X		
Paints		X if securely contained	X if open or leaking	
Aerosol cans (that are not empty)		X		
Human urine, feces, bloody waste (gauze, etc.)		X if securely contained	X if open or leaking	
Syringes, labeled medicines (aspirin, prescription drugs, etc.)		X		
Animal carcasses		X		
Extremely Hazardous Items /Possible Crime-Scene Evidence				
Bloody items that may be crime-scene evidence				X
Explosives, possible bombs (capped pipes, wrapped packages, etc.)				X
Weapons (guns, knives, etc.), unspent ammunition				X
Items with hazardous material labels (see examples below)				X
Unlabeled medicines, marijuana, drug paraphernalia				X
Animals that may have been poached				X

* Report these items to the Caltrans Crew Supervisor that day, or on the next working day, during normal business hours. You may leave a voice message.

** Report these items to the Caltrans Crew Supervisor that day. If you are unable to speak directly to a Caltrans employee, call 911 to report the item (see instructions below).

*** If you do not have access to a cell phone or call box, then someone other your group's safety leader, must leave the site to make the call. Then, unless advised to leave the area, the safety leader must stay at the site until a California Highway Patrol officer (or a Caltrans representative) arrives. Keep a safe distance away from the item and do not disturb it in any way! Report the incident to your Caltrans Crew Supervisor on the next business day.

A Few Examples of Hazardous Materials Labels



Caltrans Representative to Call if You Find Hazardous Substances

Name _____

Phone Number _____