

**ENCROACHMENT PERMIT**

TR-0120 (REV. 6/2000)

Permit No. <b>0222-NMC-0060</b>	
Dist/Co/Rte/PM <b>VAR-VAR-VAR-VAR</b>	
Date <b>February 16, 2022</b>	
Fee Paid <b>\$ EXEMPT</b>	Deposit <b>\$</b>
Performance Bond Amount (1) <b>\$</b>	Payment Bond Amount (2) <b>\$</b>
Bond Company	
Bond Number (1)	Bond Number (2)
Customer Reference No.	

In compliance with (Check one):

- Your application of **February 15, 2022**
- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. **56A0691** of **12/21/21**
- R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_

**TO:**

Butte County Office of Education  
1859 Bird Street  
Oroville, CA 95965

Attention: Keith Lane klane@bcoe.org  
Phone: 916-508-9421

**, PERMITTEE**

**and subject to the following, PERMISSION IS HEREBY GRANTED to:**

Perform litter and debris removal services at various locations within Caltrans Right-of-Way assigned by Caltrans Maintenance Representative in accordance with executed agreement 56A0691.

**PERMITTEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.**

**GENERAL SPECIFICATIONS:**

**NOTIFY STATE’S REPRESENTATIVE:** At least five working days before starting any work under this permit, the permittee shall notify the State’s Contract Manager, Lincoln Horst (916-639-5616), and the appropriate District Maintenance Representative (see Attachment A – Contact List), which will arrange for inspection and approval of the work covered by this permit.

(Continued)

**THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.**

The following attachments are also included as part of this permit (Check applicable):

- Yes  No General Provisions
- Yes  No Utility Maintenance Provisions
- Yes  No Special Provisions **Agreement 56A0691, Attachment A - Contact List**
- Yes  No A Cal-OSHA permit, if required: Permit No. \_\_\_\_\_
- Yes  No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes  No Storm Water Special Provisions

In addition to fee, the permittee will be billed actual costs for:

- Yes  No Review
- Yes  No Inspection
- Yes  No Field Work

*(If any Caltrans effort expended)*

Yes  No The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.

This permit is void unless the work is completed before **June 30, 2024**.

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

- 1 – Permittee
- 4 – HQ Maintenance
- 1 – Each District Encroachment Permit Office Contact

APPROVED:

DAVID MOORE, District Director, District 2

BY:

*Anthony Pascal*

KB ANTHONY PASCAL, District Permit Engineer, District 2

1 – File

**ADA Notice**

FM 91 1436

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 653-3657 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Name: Butte County Office of Education  
Permit No.: 0222-NMC-0060  
Date: February 16, 2022

**STANDARD SPECIFICATIONS AND STANDARD PLANS:** Reference to Standard Specifications shall pertain to the 2018 State of California Standard Specifications and Revised Standard Specifications. Reference to the Standard Plans shall pertain to the 2018 State of California Standard Plans and Revised Standard Plans. The Standards are located at the following internet web page address:

<http://www.dot.ca.gov/des/oe/construction-contract-standards.html>

Any reference to “Contractor” and “Engineer” in the Standard Specifications is amended to read as “Permittee” and “State’s Representative” respectively. Any reference to measurement and payment in the Standard Specifications shall not pertain to this permit. Reference to the Standard Plans shall pertain to the 2018 State of California Standard Plans.

**COOPERATION:** Attention is directed to Section 5-1.20, “**Coordination with Other Entities,**” and Section 5-1.36, “**Property and Facility Preservation,**” of the Standard Specifications. Work allowed by this encroachment permit may conflict with concurrent Caltrans or encroachment permit projects. Permittee shall coordinate all work with State’s Representative. Such coordination may result in work delays and/or relocation of the permitted work, the costs of which shall be borne entirely by Permittee.

**LIABILITY FOR DAMAGES:** Permittee shall be liable for damage to the State highway caused by their operation.

**TIME EXTENSION:** Permittee is advised that any request for time extension shall require a full reevaluation of the original application. Such a reevaluation may conclude with further mitigation, at Permittee’s expense, to comply with upgrades in highway design policies.

**TERMS OF PERMIT:** Any failure on the part of Permittee or his contractor or agent to abide by the terms of this permit or the directions of State’s Representative shall be just cause for immediate stoppage of the work and revocation of the permit.

**COPY OF PERMIT:** A copy of this encroachment permit shall be available on the work site.

**TRAFFIC CONTROL, RESTRICTIONS, AND NOTIFICATIONS:** All traffic control and notifications will be reviewed and requested by Caltrans Maintenance Representative using existing policies and procedures.

Clean California Litter/Debris Removal  
(Encroachment Permit 0222-NMC-0060)  
2-16-22

**Attachment A**  
**Contact List**

At least five working days before starting any work under this permit, the permittee shall notify the State's Contract Manager, Lincoln Horst (916-639-5616), and the appropriate District Maintenance Representative listed below, which will arrange for inspection and approval of the work covered by this permit.

1. Lincoln Horst (916)639-5616
2. Tigi M. Thomas (916)825-7730
3. Robert Polyack (559)978-4832
4. Trent Manning (562)618-9509

## **ENCROACHMENT PERMIT GENERAL PROVISIONS**

### **TR-0045 (REV 01/2020)**

1. **AUTHORITY:** The California Department of Transportation (“Department”) has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCACTION:** Encroachment permits are revocable on five (5) business days’ notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees’ joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California (“State”) highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
4. **ASSIGNMENT:** This encroachment permit allows only the Permittee or Permittee’s authorized agent to work within or encroach upon the State Highway System, and the Permittee may not assign this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively “the Permit Conditions”), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State Highway System.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department’s representative two (2) business days before starting permitted work. Permittee must notify the Department’s representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions. Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department. Where reference is made in such standards to “Contractor” and “Engineer,” these are amended to be read as “Permittee” and “Department’s representative,” respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department’s representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee’s project site. When existing encroachments conflict with Permittee’s work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California Public Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum continuous passageway of four (4) feet must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be

diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04, Public Safety, of the Department's Standard Specifications.

14. **PUBLIC TRAFFIC CONTROL:** As required by law, the Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity. Lane and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for traffic control systems, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public, such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the State, the Department, and from the Directors, officers, and employees of the State and/or the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
  - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
  - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
  - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
  - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
  - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
  - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.

24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
  - b) The local public agency Permittee must defend, indemnify, and hold harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
  - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee or anyone acting on behalf of the Permittee to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty

of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the parties that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors and their subcontractors under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no

expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**
  - a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
    - i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
    - ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
    - iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
    - iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
  - b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE OF HIGHWAYS:** By accepting this encroachment permit, the Permittee agrees to properly maintain any encroachment. This assurance requires the Permittee to provide inspection and repair any damage, at Permittee's expense, to State facilities resulting from the encroachment.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or

operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued. The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.
34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Attention is directed to Section 12-4.02A(3) Submittals, of the Department's Standard Specifications, for lane closure requests submittals requirements and schedules. The Permittee must notify the Department's representative and the Traffic Management Center (TMC) before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.

37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et. seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the regional notification center at least forty-eight (48) hours before performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities. Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects."
39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
- For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
  - In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
  - In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
  - For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.



**1. GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.

**2. NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (*Order No. 2012-0011-DWQ, NPDES No CAS000003*) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (*Order No. R6T-2016-0010, NPDES No CAG616002*). It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater](http://www.waterboards.ca.gov/water_issues/programs/stormwater)

**3. RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.

**4. SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.

**5. SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective.

Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.

**6. VEHICLES AND EQUIPMENT:** Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

**7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.

**8. CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-of-way. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

**9. DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.

**10. WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater must be performed during dry weather.

**11. WIND EROSION PROTECTION:** The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.

**11. HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter into any drainage conveyances.

**12. PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance to section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.

**13. PAINT:** Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner must be disposed of at an approved hazardous waste site.

**14. CONSTRUCTION MATERIALS:** Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, must conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Stockpile Management of Caltrans' Standard Specifications.

**STORMWATER SPECIAL PROVISIONS for MINIMAL or NO IMPACT (SWSP)**

TR-0400 (Rev 05/2018)

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- 15. CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.
- 16. EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
- 17. SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity.
- 18. SLOPE STABILIZATION AND SEDIMENT CONTROL:** Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of Caltrans' Standard Specifications during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.
- 19. STOCKPILES:** Stockpiles containing aggregate and/or soil must be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and must be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles must be stored on an impermeable surface and covered with 9 mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C (3) Stockpile Management of the State of California standard specifications for construction.
- 20. DISCOVERY OF CONTAMINATION:** The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
- 21. SANITARY AND SEPTIC WASTE:** Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.
- 22. LIQUID WASTE:** Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered under separate waste water permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control of Caltrans' Standard Specifications.
- 23. WATER CONTROL AND CONSERVATION:** Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite runoff.
- 24. PILE DRIVING:** Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use.
- 25. DEWATERING:** Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the *Field Guide for Construction Site Dewatering*. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control of Caltrans' Standard Specifications. A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board must be provided to the State representative.

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**

THIS Cooperative AGREEMENT **56A0691** (“**Agreement**”), entered into on December 22, 2021, is between the State of California, acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **Butte County Office of Education**, hereinafter referred to as **LOCAL AGENCY**.

**Recitals**

1. **CALTRANS** and **LOCAL AGENCY** (together referred to as “parties”) are authorized to enter into this Agreement affecting the maintenance of the state highway system pursuant to Streets and Highways Code Section 114(a).
2. **LOCAL AGENCY** has agreed to implement “**Litter & Debris Removal**,” hereinafter the Project, subject to the terms and conditions of this Agreement. The Project Description/**Scope of Work** and **Rate Proposal** are attached hereto as **Attachment II** and **Attachment III**, respectively.
3. **LOCAL AGENCY** shall provide Project services at various locations within **CALTRANS** right-of-way as assigned by **CALTRANS**. These services shall not replace but enhance the services identified in **Attachment IV, Existing Litter Contracts**, by and between **CALTRANS** and various other public agencies and private contractors, and locations assigned by a **CALTRANS** representative.
4. This Agreement will commence on **December 1, 2021**, 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**. **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, 2024**. The parties may amend this Agreement as permitted by law.
5. The governing body of **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 **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:

<b>Fund Title</b>	<b>Fund Source</b>	<b>Dollar Amount, not to exceed</b>
<b>General Fund</b>	<b>STATE</b>	<b>\$127,068,266.00</b>

8. This Agreement is exempt from legal review and approval by the Department of General Services (DGS), pursuant to Public Contract Code Section 10295(c)(2).
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.
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.

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE 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 responsibility toward satisfactorily completing all Project work described in **Attachment II, Scope of Work**.

### Section II

#### **CALTRANS Agrees:**

To reimburse **LOCAL AGENCY** subject to the terms of this Agreement, most specifically **Attachment III, Rate Proposal**.

### 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. **LOCAL AGENCY's** Project Manager is Keith Lane; (916) 508-9421.
- B. **CALTRANS'** Contract Manager is Lincoln Horst; (916) 639-5616. "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:

#### **Butte County Office of Education**

Attention: Keith Lane  
Statewide and Local Support Services  
1859 Bird Street  
Oroville, CA 95965  
Email: [klane@bcoe.org](mailto:klane@bcoe.org)

#### **California Department of Transportation**

District 56/Maintenance, MS 31  
Attention: Lincoln Horst, Contract Manager  
1120 N Street  
Sacramento, CA 95814  
Email: [lincoln.horst@dot.ca.gov](mailto:lincoln.horst@dot.ca.gov)

#### **2. Changes in Terms/Amendment**

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

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

### 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 **\$127,068,266.00**.
- 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, **LOCAL AGENCY** shall pay its subcontractor(s) within seven (7) calendar days from receipt of each payment made to **LOCAL AGENCY** by **CALTRANS**.
- C. Failure of **LOCAL AGENCY** 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.

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

### 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 **LOCAL AGENCY** in accordance with the **Scope of Work (Attachment II)** and **Rate Proposal (Attachment III)**. Incomplete or disputed invoices shall be returned to **LOCAL AGENCY**, unpaid, for correction.
- B. Invoices shall be itemized in accordance with **Rate Proposal (Attachment III)** and **Monthly Invoice (Attachment VII)** and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the services.
- C. All work requested shall be limited to the type of work specified in **Attachment II, Scope of Work**. Payment for these services shall be in accordance with **Attachment III, V, VI, and VII**.
- D. 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.
- E. Each invoice shall be submitted in triplicate to:

**California Department of Transportation**  
District 56/Maintenance, MS 31  
Attention: Lincoln Horst  
1120 N Street  
Sacramento, CA 95814  
Email: [lincoln.horst@dot.ca.gov](mailto:lincoln.horst@dot.ca.gov)

### 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** and **Attachment III** 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

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

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. Invoices shall reference this Agreement Number and shall be signed and submitted to **CALTRANS** Contract Manager at the following address:

**California Department of Transportation**

District 56/Maintenance, MS 31

Attention: Lincoln Horst

1120 N Street

Sacramento, CA 95814

Email: [lincoln.horst@dot.ca.gov](mailto:lincoln.horst@dot.ca.gov)

- E. Invoices shall include the information identified in Section 7.D., above.

### 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** shall provide five (5) copies and one (1) electronic version of the final written report to the **CALTRANS** Contract Manager.

### 10. Audit

- A. reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. 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 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 subcontractors 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,

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

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://ig.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://ig.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

**LOCAL AGENCY** 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 **LOCAL AGENCY** is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, **LOCAL AGENCY** shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the contract.



## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

### 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 subcontractors, 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 subcontractors 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 subcontractors 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.

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

- A. During the performance of this Agreement, **LOCAL AGENCY** and its subcontractors shall not deny the Agreement'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.,

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

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 for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.
- 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 void 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 shall reimburse **LOCAL AGENCY** in accordance with the provisions of Article 3 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**, 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**, 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**, 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

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

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 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**. If the **LOCAL AGENCY** feels that the dispute has not be resolved to their satisfaction, it is authorized to proceed with the claims process under Government Code section 900 et.seq.
- 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), including, but not limited to, Sections 3.06(E) and 5.06 and that the subcontractor will be selected pursuant to a competitive bidding process that seeks at least three (3) bids/proposals from responsible bidders/proposers.

### 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.

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

### 23. Drug-Free Workplace Certification

By signing this Agreement, **LOCAL AGENCY** hereby certifies under penalty of perjury under the laws of California that **LOCAL 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 Drug-Free policy Statement ("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 of the following:
  - 1) The dangers of drug abuse in the workplace,
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace,
  - 3) 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 **LOCAL AGENCY**'s Statement, and
  - 2) Will agree to abide by the terms of the **LOCAL AGENCY**'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 **LOCAL AGENCY** may be ineligible for the award of any future State contracts if **CALTRANS** determines that any of the following has occurred: (1) **LOCAL AGENCY** has made a false certification or, (2) **LOCAL 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 Agreement 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** other than what **CALTRANS** agreed to provide under **Scope of Work (Attachment II)**.

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

- 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. **CALTRANS** personnel will not be required to be at any worksite where **LOCAL AGENCY** personnel are performing work pursuant to this Agreement, but **CALTRANS** personnel will be in the general geographic area of each such worksite to respond to any emergencies. **CALTRANS** will 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.

### 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.

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

- B. For the purchase of any item, service, or consulting work not covered in the attached **Scope of Work (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 shall be 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**'s 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

## **CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**

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(a)(1) 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(a)(1). 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** shall conform to the provisions of the Davis-Bacon and Related Acts (40 USC Sections 3141-3148).

When applicable, **LOCAL AGENCY** shall include Federal prevailing wage requirements in contracts for public works. Project work performed by employees of **LOCAL AGENCY** and **LOCAL AGENCY'S** subcontractors 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;

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

- 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 the other party within five (5) working days of receipt and make the other party 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,



## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

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

## **CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**

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 unless such hazards are caused by **CALTRANS**' negligence. 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 unless such exposure is caused by **CALTRANS**' active negligence.

### **38. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if **LOCAL AGENCY** generates two (2) cubic yards or more of organic waste or commercial solid waste per week related to the provision of services under this Agreement, **LOCAL AGENCY** shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. **LOCAL AGENCY** 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.

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**

**Attachments:**

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

- I. **LOCAL AGENCY** Resolution
- II. Scope of Work
- III. Rate Proposal
- IV. Existing Litter Contracts
- V. Weekly Timesheet
- VI. Monthly Crew Summary
- VII. Monthly Invoice
- VIII. Code of Safe Operating Practices
- IX. Interim Guidance on Encampments

Parties are authorized 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**

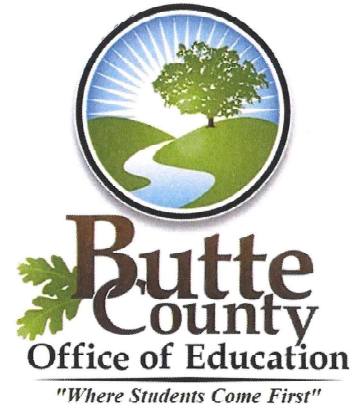
By: Kathleen Stonetakai Digitally signed by Kathleen Stonetakai  
Date: 2021.12.22 17:11:34 -08'00'  
Title: Kathleen Stonetakai, Contract Officer  
Date: 12/22/2021

**BUTTE COUNTY  
OFFICE OF EDUCATION**

By: Mary Sakuma  
Title: \_\_\_\_\_ Superintendent  
Date: 12/21/2021  
By: [Signature]  
Title: Assoc. Supt  
Date: 12/16/21  
By: [Signature]  
Title: Sr. Director  
Date: 12/16/21

RESOLUTION # 21/22 - 04

RESOLUTION FOR ENTERING INTO  
AGREEMENT #56A0691 WITH CALTRANS TO  
ADMINISTER TRANSITIONAL EMPLOYMENT  
LITTER ABATEMENT WORK CREWS UNDER  
THE CLEAN CALIFORNIA INITIATIVE



**WHEREAS**, Caltrans has offered an opportunity to enter into contract with Butte County Office of Education (BCOE) to develop and administer Transitional Employment Litter Abatement Work Crews as part of the Clean California Initiative;

**WHEREAS**, these Litter Abatement Work Crews will be a transitional employment program to serve those who are unemployed, underemployed and/or in need of employment;

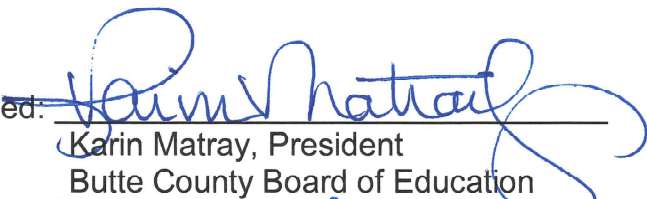
**THEREFORE, BE IT RESOLVED** that the Butte County Board of Education grants the authority to Mary Sakuma, Butte County Superintendent of Schools, to enter into Agreement #56A0691 with Caltrans to administer Transitional Employment Litter Abatement Work Crews under the Clean California Initiative;


**PASSED AND ADOPTED** by the Butte County Board of Education at a meeting held on December 13, 2021 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

DATE: \_\_\_\_\_

DATE: 12/13/2021

Signed:   
Karin Matray, President  
Butte County Board of Education

Signed:   
Mary Sakuma, Superintendent  
Butte County Office of Education

## **CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**

### **Attachment II – SCOPE OF WORK**

Butte County Office of Education, hereinafter referred to as **LOCAL AGENCY** shall provide mission-critical litter and debris removal services for the Department of Transportation (**CALTRANS**) as part of the Clean California initiative. For purposes of this Scope of Work “**LOCAL AGENCY**” shall refer to Butte County Office of Education or its subcontractors, as applicable. **LOCAL AGENCY** shall provide up to eighty-two (82) transitional employment work crews, per day, at various locations within **CALTRANS** right-of-way assigned by **CALTRANS**. These services shall not replace but enhance the services identified in **Attachment IV, Existing Litter Contracts**, by and between **CALTRANS** and various other public agencies and private contractors, 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 six (6) to eight (8) crew members each day unless uncontrollable situations dictate smaller crew sizes for safety or labor shortage reasons. Any crew consisting of five (5) or less crew members will have the daily crew rate decreased by the State minimum wage of the number of missing crew member(s) and reflect the actual daily number of crew members.

Any crew consisting of nine (9) or more crew members will have the daily crew rate increased by the State minimum wage of the number of additional crew member(s) and reflect the actual daily number of crew members.

**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 during normal business hours, 7:00 a.m. to 5:00 p.m., Monday through Friday, except State holidays.** As per business needs, **LOCAL AGENCY** may be required to provide services outside of normal business hours, including alternative work hours or on weekends, as determined by the **CALTRANS** Contract Manager or designee to achieve performance measures listed below under **WORK SPECIFICATION**. All references to the **CALTRANS** Contract Manager in this Agreement shall include his/her designee.

### **WORK SPECIFICATION**

1. The **CALTRANS** Contract Manager will inform the designated **LOCAL AGENCY** representative as to the specific location and work parameters of the work to be performed and shall mutually agree upon a schedule. Crews will be assigned based on need, at the discretion of the **CALTRANS** Contract Manager.
2. The work shall be performed on **CALTRANS** right-of-way within a 60-mile radius of the crew staging area with the exception of **CALTRANS** District 9 which will be within a 120-mile radius.
3. **LOCAL AGENCY** shall be solely responsible for supervision and safety of the work crew(s) assigned to work on **CALTRANS** right-of-way.

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

### Attachment II – SCOPE OF WORK

4. **CALTRANS** shall reimburse **LOCAL AGENCY** for costs associated with the utilization of its crews to perform the required work as referenced below in **Section 17, "Priority Work To Be Performed"**, as listed in **Attachment II, Scope of Work** of this Agreement.
5. **LOCAL AGENCY** van drivers shall possess a valid, current California driver's license of appropriate class and shall operate vans capable of the towing of portable toilets.
6. **CALTRANS** Contract Managers will notify **LOCAL AGENCY** of all incidents that involve property damage, theft, or disruptive behavior. **LOCAL AGENCY** shall immediately investigate and report back to **CALTRANS** on all incidents. **LOCAL AGENCY** shall take appropriate action, including, but not limited to, removal of disruptive crew members from the job site.
7. **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 V)**, **Monthly Crew Summary (Attachment VI)**, and **Monthly Invoice (Attachment VII)**.
8. **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 with an overall goal of removing approximately 550,000 cubic yards of litter over the term of the Agreement.
9. **LOCAL AGENCY** shall record and report the number of litter bags filled on a monthly basis as shown in **Attachment VI, Monthly Crew Summary**.
10. **LOCAL AGENCY** shall safely secure all filled trash bags and place in a pile on the side of the highway.

### EQUIPMENT

1. **LOCAL AGENCY** and its subcontractors and crew members shall not operate complex equipment for any work under this Agreement, including, but not limited to, power chain saws, weed-eaters with metal blade attachments, power shears, etc.
2. **LOCAL AGENCY** shall supply each crew a fully functional van with a rotating amber light to transport crew members and portable toilet/work trailer that is in safe, operable, condition at all times.
3. The crew van shall have a first aid kit onboard for minor injuries of crew members.
4. The crew van shall have non-flammable safety flares mounted onboard to use in case of emergencies.

### SAFETY

**LOCAL AGENCY** must have their own crew supervisor or crew leader to direct crew operations and safety procedures. Dependent on the safety aspects of the work site, **CALTRANS** personnel do not have to be at the worksite but will be in the general geographic area to respond to emergencies. **CALTRANS** will give daily pre-job technical instructions and safety information specific to the work location. **LOCAL AGENCY** agrees to follow applicable safety guidelines within the **CALTRANS** Safety Manual and any applicable regulation or standard issued by Cal/OSHA. The following also applies for the term of this Agreement:

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

### Attachment II – SCOPE OF WORK

1. **LOCAL AGENCY** shall have and shall ensure that their subcontractors shall have an “Injury and Illness Prevention Program” (Program). **LOCAL AGENCY** shall submit their subcontractors’ Program to the **CALTRANS** Contract Manager. The Program must conform to Cal/OSHA’s California Code of Regulations (CCR) Title 8, Subchapter 7, General Industry Safety Orders (GISO), §3203, Injury and Illness Prevention Program, and address common safety risks encountered in the workplace. The Program must also include procedures for complying with the Cal/OSHA heat illness prevention standard.
2. **LOCAL AGENCY** reserves the right to refuse to provide services on any work site which may be deemed unsafe in good faith. If **LOCAL AGENCY** uses this right, they must submit a written report to **CALTRANS** Contract Manager or designee detailing why the work was deemed unsafe.
3. Crew leader must 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 the job, **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 compensation claims due to any injuries incurred on the job. **LOCAL AGENCY** shall notify the **CALTRANS** Contract Manager within 24 hours, or by the following workday, of any injuries sustained while working under this Agreement.
5. At contract 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 VIII)**.
6. **LOCAL AGENCY** shall conduct quarterly safety meetings and provide documentation of such to the **CALTRANS** Contract Manager.
7. **LOCAL AGENCY** shall conduct daily tailgate safety meetings that include hazards specific to work locations and include any applicable seasonal safety hazards.
8. Daily tailgate safety meetings shall be documented with **CALTRANS** form PMS0110 or **LOCAL AGENCY** equivalent. Upon request, copies of daily tailgate safety meetings shall be submitted to the **CALTRANS** Maintenance Supervisor at location where crew is deployed.
9. **CALTRANS** Contract Manager will provide additional oversight, technical safety advice, additional meeting topics, or provide “special focus” daily safety briefings as needed.
10. **LOCAL AGENCY** shall train all crew members about the hazards of handling and disposing of hypodermic needles per **CALTRANS** safety protocols.
11. **CALTRANS** and **LOCAL AGENCY** shall not allow crews to cleanup active homeless encampments. **LOCAL AGENCY** shall remove litter and debris once encampment is deemed safe by the following process:
  - A. **Unsheltered Encampment Relocation.** **LOCAL AGENCY** shall not engage in any activities to relocate any persons experiencing homelessness who are situated within **CALTRANS** right-of-way. **LOCAL AGENCY** shall comply with the processes and procedures set forth in **CALTRANS’ “Interim Guidance on Encampments” (Attachment IX)** dated July 2021, and as may be amended during the term of this Agreement.

## CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

### Attachment II – SCOPE OF WORK

- B. **Abandoned Encampments.** If **LOCAL AGENCY** encounters abandoned homeless encampments at or within **CALTRANS** right-of-way, **LOCAL AGENCY** shall comply with the processes and procedures set forth in **CALTRANS**’ “**Interim Guidance on Encampments**” (**Attachment IX**), including but not limited to coordination with **CALTRANS** and the local California Highway Patrol.
- C. **Hazardous Material Clean up.** **LOCAL AGENCY** shall not engage in any hazardous material clean-up activities. If **LOCAL AGENCY** encounters any hazardous materials, including but not limited to bloodborne pathogens, biological waste, feces, syringes, needles, sharp objects or unknown substances during maintenance services performed under this Agreement, **LOCAL AGENCY** shall immediately contact **CALTRANS**’ District Hazardous Material Manager for appropriate action.
12. **CALTRANS**-provided Sharps Containers must be utilized for disposal of needles and sharp objects. Needles must be picked up with a litter stick and shall never be placed in plastic bags for disposal.
13. **CALTRANS** and **LOCAL AGENCY** shall ensure appropriate clothing and footwear is worn for the work being performed, according to all guidelines for Personal Protective Equipment contained in the **CALTRANS** Safety Manual. Crew members are expected to report to work reasonably dressed to protect themselves from exposure to usual and/or predictable physical and environmental conditions found in the workplace.
14. The following **CALTRANS Approved** Personal Protective Equipment (PPE) shall be provided by **LOCAL AGENCY**:
- a) Orange Color Safety Hardhat (ANSI Z89.1 1997, Class G OR latest), no CT Logo
  - b) Safety glasses (ANSI Z87.1-1989 compliant)
  - c) Puncture resistant gloves
  - d) Lime green safety vests ANSI/ISEA 107-2010 Class II or Class III - latest edition ANSI Spec.
  - e) Raingear if needed. Raingear must 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.
15. **CALTRANS** will furnish:
- a) Bags
  - a) Litter sticks
  - b) Hand tools, shovels, hoes, rakes
  - c) Sharps containers
  - d) Tyvek coveralls if needed
  - e) Necessary safety cones, warning signs, and/or flags



**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**

**Attachment II – SCOPE OF WORK**

16. 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.
  - e) Provide a barrier vehicle, if needed
17. **PRIORITY WORK TO BE PERFORMED BY LOCAL AGENCY LITTER REMOVAL CREWS FOR CLEAN CALIFORNIA**
- 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.
  - c) Trim or remove unwanted, unsightly, dead, overgrown, etc. brush and trees within the right-of-way.
  - d) Make firebreaks at fence lines and, where appropriate, adjacent to shoulders in lieu of spraying, grading, mowing, or disking.
  - e) Remove fire tinder within the right-of-way, e.g. dead grass, fallen limbs.
  - f) Plant or seed natural vegetation on friable cut and fill slopes and any other areas subject to erosion.
  - g) Plant restoration in landscaped area by removing dead plants and replanting.
  - h) General cleanup and yard work at **CALTRANS** maintenance stations and facilities (not including janitorial work).
  - i) Minor storm damage repair activities.
  - j) The tasks listed in **Section 17, paragraphs b) through i)**, above, do not contribute to Clean California performance measures as listed in **Work Specification** section, above.

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**  
**Attachment III – RATE PROPOSAL**  
**CALTRANS FUNDING BUDGET**  
**BUTTE COUNTY**

Fiscal Year	Month-Year	Working Days in Month	No. Work Crews (1)	*Estimated Daily Total Reimbursement Rate Per Work Crew (2)	Maximum Monthly Total Compensation (Estimated)
FY 2021/22	Jan-22	20	82	\$2,375	\$3,895,000
	Feb-22	19	82	\$2,375	\$3,700,250
	Mar-22	22	82	\$2,375	\$4,284,500
	Apr-22	21	82	\$2,375	\$4,089,750
	May-22	21	82	\$2,375	\$4,089,750
	Jun-22	22	82	\$2,375	\$4,284,500
<b>Total FY 2021/22</b>		<b>125</b>			<b>\$24,343,750</b>
FY 2022/23	Jul-22	20	82	\$2,375	\$3,895,000
	Aug-22	23	82	\$2,375	\$4,479,250
	Sep-22	21	82	\$2,375	\$4,089,750
	Oct-22	21	82	\$2,375	\$4,089,750
	Nov-22	19	82	\$2,375	\$3,700,250
	Dec-22	21	82	\$2,375	\$4,089,750
	Jan-23	20	82	\$2,494	\$4,090,160
	Feb-23	19	82	\$2,494	\$3,885,652
	Mar-23	22	82	\$2,494	\$4,499,176
	Apr-23	22	82	\$2,494	\$4,499,176
	May-23	21	82	\$2,494	\$4,294,668
	Jun-23	22	82	\$2,494	\$4,499,176
<b>Total FY 2022/23</b>		<b>251</b>			<b>\$50,111,758</b>
FY 2023/24	Jul-23	21	82	\$2,494	\$4,294,668
	Aug-23	22	82	\$2,494	\$4,499,176
	Sep-23	21	82	\$2,494	\$4,294,668
	Oct-23	20	82	\$2,494	\$4,090,160
	Nov-23	19	82	\$2,494	\$3,885,652
	Dec-23	23	82	\$2,494	\$4,703,684
	Jan-24	20	82	\$2,619	\$4,295,160
	Feb-24	19	82	\$2,619	\$4,080,402
	Mar-24	22	82	\$2,619	\$4,724,676
	Apr-24	21	82	\$2,619	\$4,509,918
	May-24	21	82	\$2,619	\$4,509,918
	Jun-24	22	82	\$2,619	\$4,724,676
<b>Total FY 2023/24</b>		<b>251</b>			<b>\$52,612,758</b>
<b>TOTAL MAXIMUM CONTRACT WORK CREW FUNDING</b>					<b>\$127,068,266</b>

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

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

Daily Rate for Full Crew	5 Crew Members	4 Crew Members	3 Crew Members
\$2,375	\$2,255	\$2,135	\$2,015
\$2,494	\$2,374	\$2,254	\$2,134
\$2,619	\$2,499	\$2,379	\$2,259

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**  
**Attachment IV – Existing Litter Contracts**

Contract Number	Vendor	Begin Date	End Date	District	Counties	Route(s)	PM or Location
01A1939	HUMBOLDT COUNTY SHERIFF'S DEPT.	7/9/2019	6/30/2022	01	Humboldt	All Routes	Not Available
02A1968	COUNTY OF SHASTA	7/1/2021	6/30/2024	02	Shasta	All Routes	Not Available
02A1986	SISKIYOU COUNTY SHERIFF'S DEPT.	8/1/2021	7/31/2024	02	Siskiyou	All Routes	Not Available
03A2796	PLACER COUNTY SHERIFF'S DEPT.	11/1/2018	10/31/2021	03	Placer	All Routes	Not Available
03A3107	COLUSA COUNTY PROBATION DEPT.	11/1/2020	10/31/2023	03	Colusa	All Routes	Not Available
03A3252	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	7/1/2021	6/30/2024	03	Placer Yuba Sutter Glenn	All Routes	Not Available
04A5618	COUNTY OF SANTA CLARA	4/1/2019	4/30/2022	04	Santa Clara	All Routes	Not Available
04A5848	COUNTY OF MARIN	4/1/2020	3/31/2023	04	Marin	All Routes	Not Available
04A5968	ALAMEDA COUNTY	1/5/2021	5/30/2022	04	Alameda	All Routes	Not Available
04A5973	SONOMA COUNTY PROBATION DEPT.	6/22/2020	6/22/2022	04	Sonoma	Marin Sonoma	Not Available
04A6204	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Alameda	13, 24, 77, I-80, 84, 92, 123, 238, 580, 680, 880, 980	Not Available
04A6204	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Contra Costa	4, 24, I-80, 160, 242, 580, 680	Not Available

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**  
**Attachment IV – Existing Litter Contracts**

<b>Contract Number</b>	<b>Vendor</b>	<b>Begin Date</b>	<b>End Date</b>	<b>District</b>	<b>Counties</b>	<b>Route(s)</b>	<b>PM or Location</b>
<b>04A6204</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Sacramento	160	PM 0.0-20.9
<b>04A6204</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Sacramento	12	PM 0.0-6.2
<b>04A6204</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Sacramento	220	PM 0.0-3.1
<b>04A6204</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Solano	12	PM 19.1-26.4
<b>04A6204</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Solano	84	PM 0.0-13.67
<b>04A6204</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Solano	220	PM 0.0-3.2
<b>04A6218</b>	SOLANO DIVERSIFIED SERVICES	10/1/2022	9/30/2023	04	Sonoma	101	PM 12.68-29.0 - From the State Route 116 Onramp to the Town of Winsor
<b>04A6218</b>	SOLANO DIVERSIFIED SERVICES	10/1/2022	9/30/2023	04	Sonoma	12	PM 12.89-17.61 - From Fulton Road to Farmers Lane
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	1	PM 0.0-48.6 - From the Santa Cruz/San Mateo County Line to the San Mateo/San Francisco County Line
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	35	PM 0.0-31.5 - From the San Mateo/Santa Clara County Line to the San Mateo/San Francisco County Line

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**  
**Attachment IV – Existing Litter Contracts**

Contract Number	Vendor	Begin Date	End Date	District	Counties	Route(s)	PM or Location
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	82	PM 0.0-25.2 - From Eastbound (EB) 37-18 and the State Route 114 Junction to the San Mateo/ San Francisco County Line
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	84	PM 0.0-29.3 - From the State Route 1 Junction to the beginning of the Dumbarton Bridge
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	92	From the State Route 1 Junction to the Foster City Bridge
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	101	From the San Mateo/Santa Clara County Line to the San Mateo/San Francisco County Line
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	109	From Notre Dame Ave. to the State Route 84 Junction
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	114	From the State Route 101 Junction to the State Route 84 Junction
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	380	From the State Route 280 Junction to the End of Non-AD. From the West End of the Intersection W/ Between 101 and SFO Ramps North and SB 101 to Westbound (WB) 380 Ramps Eastbound (EB) 380 to Northbound (NB) and SB 101

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**  
**Attachment IV – Existing Litter Contracts**

<b>Contract Number</b>	<b>Vendor</b>	<b>Begin Date</b>	<b>End Date</b>	<b>District</b>	<b>Counties</b>	<b>Route(s)</b>	<b>PM or Location</b>
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Francisco	1	From Via Junipero Serra Blvd. to the South Junction of State Route 101/RTE Break
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Francisco	I-80	From the State Route 101 Interchange to the Harrison Street Offramp
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Francisco	82	From Goethe St. to the State Route 280 Junction
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Francisco	101	From the San Francisco/San Mateo County Line to the SB Presidio Offramp
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Francisco	280	From the end of the Bridge to the end of the Independent Alignment Left and Right Lanes
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Francisco	280	From the SB Knowles/ John Daly Offramp to Brannan Street and the end of the Constructed Highway
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	9	From Saratoga Gap/ the State Route 35 Junction to the State Route 17 Junction
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	17	From Summit Rd. to the State Route 280/880 Junction
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	25	From the Santa Clara/Merced County Line to the end of State Route 25 at the State Route 101 SB Ramp

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**  
**Attachment IV – Existing Litter Contracts**

<b>Contract Number</b>	<b>Vendor</b>	<b>Begin Date</b>	<b>End Date</b>	<b>District</b>	<b>Counties</b>	<b>Route(s)</b>	<b>PM or Location</b>
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	35	From the State Route 9 Junction to Santa Clara/San Mateo County Line
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	82	From the State Route 101 Junction to Curtner Ave./Tully Rd.
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	82	From Chapman Way to the Santa Clara/San Mateo County Line
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	85	From the State Route 101 Junction to the End of State Route 85
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	101	From the Santa Clara/San Benito County Line to the Santa Clara/San Mateo County Line
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	130	From the State Route 101 Junction to the Santa Clara/Stanslaus County Line
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	152	From the Hecker Pass 1309 Elevation Sign to Santa Clara/Santa Cruz County Line
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	156	From the State Route 152 Junction to the End of State Route 156
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	237	From the State Route 82 Junction to the Eastbound Side of Cypress Street

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**  
**Attachment IV – Existing Litter Contracts**

<b>Contract Number</b>	<b>Vendor</b>	<b>Begin Date</b>	<b>End Date</b>	<b>District</b>	<b>Counties</b>	<b>Route(s)</b>	<b>PM or Location</b>
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	280	From the State Route 680/101 Junction to Alpine Rd./the Santa Clara/San Mateo County Line
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	680	From the State Route 280/101 Junction to the Santa Clara/Alameda County Line
<b>04A6229</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	880	From the State Route 280 Junction to the NB Dixon Rd. Offramp
<b>06A2524</b>	CDCR	8/1/2019	7/31/2022	06	Madera	All Routes	Not Available
<b>06A2525</b>	CDCR	2/16/2019	2/15/2022	06	Kings	I-5	I-5 Corridor in Kings County
<b>06A2525</b>	CDCR	2/16/2019	2/15/2022	06	Fresno	I-5	I-5 Corridor in Fresno County
<b>09A0850</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2023	09	Kern	202	PM 0-8.671
<b>09A0850</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2023	09	Kern	58	PM 77.060-110.0
<b>09A0850</b>	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2023	09	Kern	58	PM 110.0-142.5
<b>10A2056</b>	COUNTY OF TUOLUMNE	11/15/2018	11/14/2021	10	Tuolumne	All Routes	Not Available
<b>10A2210</b>	DEPARTMENT OF CORRECTIONS AND REHABILITATION	3/2/2021	2/29/2024	10	Amador Calaveras San Joaquin	All Routes	Not Available



**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**  
**Attachment IV – Existing Litter Contracts**

Contract Number	Vendor	Begin Date	End Date	District	Counties	Route(s)	PM or Location
10A2265	SAN JOAQUIN COUNTY SHERIFF'S DEPT.	7/1/2021	6/30/2024	10	East Stockton West Stockton Tracy	All Routes	Not Available
11A2917	IMPERIAL COUNTY SHERIFF'S OFFICE	4/1/2019	3/31/2022	11	Imperial	7, 8, 78, 86, 98, 111, 115	Not Available
11A2923	BUTTE COUNTY OFFICE OF EDUCATION STUDENT PROGRAMS AND SERVICES	6/15/2019	6/14/2022	11	San Diego	All Routes	Not Available
56A0589	BUTTE COUNTY OFFICE OF EDUCATION STUDENT PROGRAMS AND SERVICES	7/1/2019	6/30/2022	HQ	Statewide	All Routes	Not Available
56A0591	CITY OF LOS ANGELES	7/1/2019	6/30/2022	HQ	Statewide	All Routes	Not Available
56A0594	DEPARTMENT OF CORRECTIONS AND REHABILITATION	7/1/2019	6/30/2022	HQ	City of Oakland Surrounding Bay Area	All Routes	Not Available
56A0597	DEPARTMENT OF CORRECTIONS AND REHABILITATION	7/1/2019	6/30/2022	HQ	Statewide	All Routes	Not Available
56A0622	SAN DIEGO COUNTY PROBATION DEPT.	1/1/2020	12/31/2022	HQ	San Diego	All Routes	Not Available
56A0628	COUNTY OF SANTA CLARA	12/15/2019	12/15/2022	HQ	Santa Clara	All Routes	Not Available
56A0659	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	6/1/2021	5/31/2024	HQ	Sacramento Napa Solano	All Routes	Not Available

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT  
 WEEKLY CREW TIMESHEET**

For Week of: \_\_\_\_\_

Crew Supervisor: \_\_\_\_\_

Monday Jobsite: \_\_\_\_\_

Tuesday Jobsite: \_\_\_\_\_

Wednesday Jobsite: \_\_\_\_\_

Thursday Jobsite: \_\_\_\_\_

Friday Jobsite: \_\_\_\_\_

Saturday Jobsite: \_\_\_\_\_

Sunday Jobsite: \_\_\_\_\_

Crew Member Name	MON HRS.	TUE HRS.	WED HRS.	THU HRS.	FRI HRS.	SAT HRS.	SUN HRS.	TOTAL
<b>Total Hours</b>	X	X	X	X	X	X	X	
<b>Crew Size</b>								
<b>Number Litter bags</b>								

Crew Supervisor Signature: \_\_\_\_\_

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

Caltrans Supervisor Signature: \_\_\_\_\_

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

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT  
 MONTHLY CREW SUMMARY**

**SERVICE MONTH** \_\_\_\_\_

**AGREEMENT NUMBER** \_\_\_\_\_

**INVOICE NUMBER** \_\_\_\_\_

<b>NAME OF CONTRACTOR</b>
<b>STREET ADDRESS</b>
<b>CITY, STATE, ZIP CODE</b>

**CREW LOCATION** \_\_\_\_\_

**SERVICE MONTH** \_\_\_\_\_

**VAN NUMBER/IDENTIFIER** \_\_\_\_\_

**NUMBER OF CREWS** \_\_\_\_\_

**NUMBER OF DAYS WORKED DURING BILLING PERIOD** \_\_\_\_\_

**DAILY COMPENSATION RATE PER WORK CREW** \_\_\_\_\_

MONTHLY TOTALS	
Trash Bags	
Landscape Bags	
# of Days Worked	
# of Crew Members	
Daily Average of Crew Members	
Total Monthly Hours Worked	

**TOTAL PAYMENT REQUESTED** \_\_\_\_\_

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT  
MONTHLY INVOICE**

**SERVICE MONTH** \_\_\_\_\_

**AGREEMENT NUMBER** \_\_\_\_\_

**INVOICE NUMBER** \_\_\_\_\_

<b>NAME OF CONTRACTOR</b>
<b>STREET ADDRESS</b>
<b>CITY, STATE, ZIP CODE</b>

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

## **CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**

### **Department of Transportation Code of Safe Operating Practices LITTER REMOVAL ROADSIDE HAZARD REVIEW**

Moving traffic  
Moving equipment  
Hidden obstructions  
Overcrowding of workers  
Unidentified material  
Exposure to sharp objects  
Infectious substances Body wastes  
Persona and public contact  
Environmental protection

### **SAFE OPERATING PROCEDURES**

1. Review safe practice rules for applicable equipment (including rental equipment) and perform pre-operation checks.
2. Review work area protection procedures and any traffic control requirements.
3. Park in an area suitable for safe entering or exiting of vehicle and which does not cause a hazard to yourself or others.
4. While on foot, make every effort to perform work facing oncoming traffic.
5. Use standard personal protective equipment.
6. Workers should stay clear of moving equipment.
7. Beware of hidden obstructions in grassy areas or unstable terrain.
8. Properly identify material or object before handling.
9. Use caution when handling bags containing broken or sharp objects.
10. Allow ample space for each employee to work safely. Avoid "bunching" of workers.
11. Read Code for Roadway Litter and Debris, if applicable.
12. Do not overload bags.
13. Place bags where they can be safely retrieved.
14. Immediately report any discovered weapons to your Supervisor. Do not touch or move them. Call CHP or local law enforcement to investigate and remove any weapons.

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT**

**Department of Transportation**

**Code of Safe Operating Practices**

**LITTER REMOVAL ROADSIDE (CONTINUED)**

**HANDLING MEDICAL AND BIOLOGICAL (HUMAN) WASTES**

1. Employee 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 with 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, tractor, 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.

# Interim Guidance on Encampments

Prioritizing and  
Addressing Encampments  
on Caltrans-owned Property

July 2021



STATE & LOCAL  
PARTNERS



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This interim guidance was developed during the Coronavirus (COVID-19) pandemic by Caltrans' Task Force on Homelessness in coordination with state and local partners and will continuously be developed to meet changing conditions. This guidance is intended to assist Caltrans employees, CHP officers, and local partners to prioritize and address encampments on Caltrans-owned property through a focused lens on safety, consistent with the Centers for Disease Control (CDC) Interim Guidance on People Experiencing Unsheltered Homelessness and the Coronavirus Disease.

<https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/unsheltered-homelessness.html>).

This encourages a more comprehensive approach to case management that can result in accelerated relocation from our right of way into housing, employment, and better lives. This approach will diminish the likelihood of return to Caltrans right of way.

District staff should work with the district's assigned task force lead on homelessness with any questions related to this guidance or encampments. Additional resources and related policies are available on the Headquarters Maintenance OnRamp page.



Inquires received from legislative offices must be elevated to the appropriate level (i.e. Deputy District Director Maintenance and the Chief for Legislative Affairs in the district).

Any media inquiries should be elevated to the appropriate level, including the Chief PIO in each district and HQ Public Affairs.

Feedback is encouraged to improve this guidance and process as we work toward a collaborative approach to helping those experiencing homelessness in California's communities during these unprecedented times, and in the future.

Questions or suggestions for improving this guidance are encouraged and should be sent to: [\*\*HQEncampments@dot.ca.gov\*\*](mailto:HQEncampments@dot.ca.gov).

## Overview

The priority of the Department of Transportation (Caltrans) is the safety of all people during the COVID-19 pandemic or otherwise. As such, Caltrans staff should focus on potential threats to safety posed by encampments, working with local partners to relocate people in level 1 (critical priority) and level 2 (high priority) encampments while working to mitigate impacts posed by level 3 (moderate priority) and level 4 (low priority) encampments, as defined in these guidelines.

Caltrans' role in addressing encampments is to: collaborate with local partners to help connect people living along California's freeways with critical services and shelter/housing solutions, coordinate cleaning of trash and debris from encampment sites, respond to emergencies at encampments to inspect for potential damage to Caltrans infrastructure, and restore and maintain the property where possible.

While Caltrans is not the appropriate entity to provide social services or relocation assistance, the state transportation department is a committed partner in working with local and state experts on homelessness in developing solutions for people taking shelter on Caltrans property.

In considering whether an encampment must be relocated, a coordinated effort across state and local agencies is imperative to prevent people from returning to the same location, moving to adjacent city or county property, or being dispersed into the community, without resolving the core issues associated with homelessness.

As such, Caltrans staff work with local partners and constituents on issues related to encampments and similarly, local governments are asked to coordinate with Caltrans in relocation efforts, especially when encampments span state and local property. No one shall clear people from Caltrans property without the participation and approval of Caltrans and the California Highway Patrol (CHP).

In critical circumstances where encampments pose imminent threats to safety or infrastructure and must be immediately resolved upon discovery (priority level 1), engagement by local outreach is always encouraged when possible but should not impede emergency response functions. Districts are to follow the after-action reporting requirements for level 1 encampment relocations as outlined in the "approval requirements for addressing encampments" below.

To mitigate trash being generated at or near encampments that are lower priority levels (3 and 4), where possible and practical, Caltrans staff should work with local partners to distribute trash bags and sharps containers to encampment occupants and schedule trash collection. Caltrans staff should follow all safety guidelines for handling hazardous materials. Significant debris or trash removal from encampments should be performed by a hazmat contractor.

CHP is the enforcement agency responsible for addressing allegations of criminal activity on state property. Caltrans should direct any complaints or allegations of criminal activity at encampments to CHP as the proper authority on these matters.

The approval requirements for addressing encampments are:

**Priority Level 1:** Approval required by Caltrans District Director. Verbal approval followed by submitting a Relocation Form (identifying the location, safety concerns, number of individuals affected, any special concerns, etc.) via email for District Director signature and cc to HQ Encampments. An After-Action report must be submitted to Caltrans Headquarters within one week of conclusion of the relocation. Note: The CHP may classify an encampment as priority level 1 and take the lead on removing the encampment. Authorization is not required by Caltrans in these circumstances, but Caltrans staff may work in coordination with CHP.

**Priority Level 2:** Approval required by Caltrans District Director. Submit a Relocation Form (identifying the location, safety concerns, number of individuals affected, any special concerns, etc.) via email for District Director signature and cc to HQ Encampments. An After-Action report must be submitted to Caltrans Headquarters within one week of conclusion of the relocation.

**Priority Levels 3 and 4:** Approval required by Caltrans District Director. Submit a Relocation Form (identifying the location, safety concerns, number of individuals affected, any special concerns, etc.) via email for District Director signature and cc to HQ Encampments. An After-Action report must be submitted to Caltrans Headquarters within one week of conclusion of the relocation. Level 1 and 2 encampments should be prioritized over relocation of level 3 and 4 encampments.

**Trash Collection:** Approval is not required for trash collection at or near encampments so long as it does not result in the displacement of people.

**Encampments where People are Successfully Relocated:** If all people at an encampment are successfully and willingly relocated by local governments into a shelter or housing, Caltrans may clear any remaining trash or debris from the former encampment site without approval, so long as no people

remain onsite and no people are forced to leave the property.

In order to track and appropriately report on the efforts connected to homelessness across Caltrans' divisions, all work performed on this effort should be recorded by using the reporting code "EON2320" on timesheets.

## **Encampment Prioritization**

### **Priority Levels 1, 2, 3, 4, and Abandoned Encampment Sites**

Caltrans experts in public safety, in consultation with state and local partners, have created an encampment prioritization framework to help Caltrans staff and partners determine when encampments on Caltrans property are considered priority level 1, 2, 3, or 4, and how we will work collaboratively to lessen impacts.

Where an encampment poses a safety concern necessitating relocation (level 1 or 2), districts should coordinate with local partners and experts on homelessness, working with County Continuums of Care\*, cities, the CHP, local authorities, and others to develop a relocation strategy and plan for securing the encampment site once it's cleared.

If relocation is not feasible by local governments or people are not willing to relocate, Caltrans districts and local partners should consider whether alternative locations in the nearby vicinity may be available, consistent with the CDC Interim Guidance on People Experiencing Unsheltered Homelessness and the Coronavirus Disease.

Complaints received regarding alleged criminal activity occurring at or near the encampment, including threatening behavior toward Caltrans staff, and public safety concerns at or near the encampment should be directed to the CHP. Law enforcement should address the situation prior to any involvement of Caltrans personnel at the encampment site. Additional guidance on working with CHP can be found in the *Department of Transportation and California Highway Patrol Joint Operational Policy Statements*.

\*County Continuum of Care (CoC): The CoC falls under individual County jurisdiction and is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

County Continuum of Care Contacts:

<https://www.hud.gov/states/california/homeless/continuumcare>

County Public Health Department Contacts:

<https://www.cdph.ca.gov/Pages/LocalHealthServicesAndOffices.aspx>

## Level 1 – Critical Priority

**Requires urgent relocation in coordination with the CHP, and with local partners on homelessness if possible. District Director Approval is required. Verbal approval followed by submitting an Encampment Relocation Form via email for review and approval by District Director and cc to HQ Encampments. An After-Action report must be submitted to Caltrans Headquarters within one week of the conclusion of the relocation.**

To mitigate the safety threat as expeditiously as possible, Caltrans District Directors are authorized to approve the relocation of encampments that pose a critical safety concern. The district should post a 72-hour notice to vacate at encampments, with the exception to encampments that pose an immediate health or safety hazard.

CHP Officers are authorized to assist Caltrans staff in addressing critical priority encampments. Coordination of emergency relocations should be done at the local level. Districts should attempt to request assistance from local partners on homelessness but should not allow the response by outreach teams to interfere with addressing critical safety concerns.

The CHP may classify an encampment as priority level 1 and take the lead on removing the encampment. Authorization is not required by Caltrans in these circumstances, but Caltrans staff may work in coordination with CHP.

After the encampment is removed and all emergencies have been addressed, an After-Action report that follows the email template, (see page 18) must be sent to Caltrans Headquarters within one week of the conclusion of the relocation.

Caltrans should use hazmat contractors for major cleanup activities and ensure contractors and Caltrans employees perform cleanings in accordance with Maintenance Policy Directive 1001, including the storage of personal belongings of apparent value.

District teams are encouraged to use independent, unbiased judgment in each situation, continuing to communicate any significant or ongoing challenges to Headquarters so appropriate assistance can be provided.

### **Examples of Priority Level 1 Encampments:**

- Encampment is inside of a Caltrans bridge cell, box girder, or an area of confined space (e.g. culvert, excavated tunnel, etc.).
- Imminent threats to critical transportation infrastructure or high probability of wildfires from fire or explosives, including:

- Large quantities of fuels or explosives are found on site (e.g. multiple propane tanks stored in hazardous conditions that could be at risk of explosion, honey oil labs, makeshift meth labs, etc.)
- Districts should work with local partners and the CHP to determine if fuels or explosives can be safely removed without displacing people or unnecessarily removing the entire encampment.
- Fires in bridge cells/confined spaces or larger fires adjacent to structural members (columns, piers, girders, bridge soffit/deck, etc.)
- Imminent threat of wildfire
- <https://www.wfas.net/index.php/fire-danger-rating-fire-potential--danger-32>
- Contact the Office of the State Fire Marshall (CAL FIRE) which has the responsibility under section 13107 of the Health and Safety Code to investigate fires/explosives on state property.
- Undermining or modifications of structural members (columns, piers, girders, bridge soffit/deck, etc.); or any event that lowers the load capacity or seismic resistance of a structure (bridge, tunnel, sign structure, etc.) or could result in collapse.
- Encampments impeding immediate repair work to prevent imminent transportation infrastructure failure.
- Emergency response functions (conditions that prevent fire authorities from extinguishing fires, medical aid, critical infrastructure repairs, etc.) are limited/prevented due to the location of the encampment.
- Encampment is within the clear recovery zone, which is the area where a car may swerve off of the road and still recover back to the roadway, the area with no protective barrier, on a sharp curve or in a blind spot next to the mainline or high speeds of traffic with no protective barrier. (If there is state land nearby that is safely outside of the clear recovery zone, consider allowing people to shift to a nearby, safer location opposed to dispersing people completely).
- Encampment is physically blocking traffic, bike or pedestrian pathways and is an imminent danger to the unsheltered or the public.
- Imminent danger to utilities and transportation infrastructure
- Connecting to a power source or other State utility
- Obstructing access to or tampering with emergency generators or backup electrical supplies
- Obstructing or tampering with traffic control devices

### Level 2 – High Priority

**Requires a 72-hour notice to vacate in coordination with local partners including the CHP. District Director Approval is required. Requestor submits the Encampment Relocation Form via email for review and approval by District Director and cc to HQ Encampments email. An After-Action report must be submitted to Caltrans Headquarters within one week of the conclusion of the relocation.**

These encampments pose a safety concern. Caltrans District Directors are authorized to approve 72-hour notice to vacate level 2 encampments. Districts should make every effort to coordinate with local experts on homelessness as soon as possible to allow for development of an outreach and relocation plan for people living at the encampment site.

Each situation will be unique and district staff should work with local governments/local experts on homelessness to promote collaborative solutions and connect people on Caltrans' transportation network to services and shelter, temporary/transitional housing, or permanent housing options. Allow approximately two weeks for partners to perform outreach. District staff should work to balance the outreach needs of homeless outreach providers with safety needs, understanding each scenario will be different and require a different duration of time, level of planning and resources. If local governments/local experts on homelessness are nonresponsive or unable to assist Caltrans in prioritizing these sites, Caltrans and CHP may proceed with District Director approval to clear the encampment site without the assistance of local governments/homeless services partners.

For construction projects with a contractually identified 10-day period for relocation and cleanup operation, outreach efforts must be accelerated to accommodate the posting period and cleanup work within this 10-day period.

Caltrans staff should focus on mitigation solutions to prevent people from returning to locations that are cleared for safety reasons. This may include:

- Fencing: No-climb or wrought iron fencing should be considered only with the approval of local fire agencies or CAL FIRE to avoid installing a barrier for first responders in emergency situations. Fencing should include access gates for first responders.
- Removing overgrown vegetation and trimming trees.
- Requesting CHP to increase patrols (not a Maintenance Zone Enhanced Enforcement Program (MAZEEP) activity)
- Aesthetic enhancements including community gateway or transportation art (where local governments are supportive and willing to partner in these efforts)
- Hardscaping, lighting, cameras, motion detection monitoring (these efforts



may need to be considered as part of future projects and may not be immediately available; funding sources will need to be identified)

- Mitigation solutions that extend beyond standard fencing are encouraged where practical but should be considered in consultation with Caltrans Headquarters.
- Upon approval from the District Director, and after the conclusion of the relocation an After-Action report must be submitted to Headquarters following the email template located on page 19.

Caltrans should use hazmat contractors for major cleanup activities and ensure contractors and Caltrans employees perform cleanings in accordance with Maintenance Policy Directive 1001, including the storage of personal belongings of apparent value.

District teams are encouraged to use independent, unbiased judgment in each situation, continuing to communicate any significant or ongoing challenges to Headquarters so appropriate assistance can be provided.

### **Examples of level 2 encampments:**

- Structures that could conceal threats to critical infrastructure:
- Concealments that prevent rapid assessment of structures after a major event including, but not limited to, earthquakes, high-load hits, vehicle fires and major storms
- Encampment is blocking access to structures to perform inspection, maintenance or construction on critical infrastructure.
- Potential risks to camper and/or community.
- Fires, unsafe heating equipment, or other highly combustible materials that could cause accumulated intense heat under bridges risking structural integrity of conduit and bearings, etc.
- Encampments in median areas, cloverleaves, gore points, clear recovery zones, adjacent to roadways with limited sight distance, and areas that can only be accessed from the shoulder of the roadway or any other areas where an errant vehicle could enter the encampment or that requires people experiencing homelessness to cross the roadway for access.
- Encampment causing distraction to drivers.
- Damage to stability of slope or structures by digging campsites into embankments or slopes.
- In or adjacent to an active construction zone.
- Obstructing culverts, pipes, or other drainage systems.
- Encampments with excessive trash and debris creating potential risks to human life and safety where previous mitigation attempts (such as repeated trash cleanups) have failed, including encampments blocking or impeding

trash capture devices. This may include:

- Significant accumulation of needles, drug paraphernalia, feces, or other biohazards, especially when located in water ways, storm channels, or in travel lanes, including the path of bicycles or pedestrians. (District should attempt to partner with local public health departments where possible to utilize “Harm Reduction” programs that include needle exchange programs).
  - A significant increase in the presence of rodents, animals, or insect infestations.
  - District maintenance staff should consult Caltrans environmental experts and local public health partners where possible in making these assessments.
- Where protected biological/cultural resources, including mitigation sites, are at risk of degradation or destruction, Caltrans has legal obligations under state and federal laws and permits, including the NPDES Statewide Stormwater Permit (Order WQ 2012- 0011-DWQ), to protect environmental resources, which require Caltrans to remove trash where it may be discharged into waters of the State. Non-compliance with this permit and applicable laws protecting the environment, can result in Cease and Desist Orders as well as other types of enforcement, monetary and non-monetary, civil and criminal.
  - Structure/tent prevents ADA accessibility of a sidewalk.
  - Caltrans staff or contractors need to perform routine maintenance, inspection, or other work at or near the encampment location which, if deferred, could affect service life or level of service.

### **Level 3 (Moderate Priority) and Level 4 (Low Priority)**

**Requires a 72-hour notice to vacate in coordination with local partners including the CHP. District Director Approval is required. Requestor submits the Encampment Relocation Form via email for review and approval by District Director and cc to HQ Encampments email. An After-Action report must be submitted to Caltrans Headquarters within one week of the conclusion of the relocation.**

Districts should prioritize level 1 and 2 encampment sites. While level 3 and 4 encampments may not pose an obvious and immediate safety concern, these sites should be monitored. Persons experiencing homelessness should be relocated to shelter where available in coordination with local partners. Encampment sites may be removed after housing/shelters offers are made, even if offers are not accepted.

Each situation will be unique and district staff should work with local governments/local experts on homelessness to promote collaborative solutions and connect people on Caltrans' transportation network to services including vaccination options and shelter, temporary/transitional housing, or permanent housing options. Allow approximately three weeks for partners to perform outreach. District staff should work to balance the outreach needs of homeless outreach providers with safety needs, understanding each scenario will be different and require a different duration of time, level of planning and resources.

For construction projects with a contractually identified 10-day period for relocation and cleanup operation, outreach efforts must be accelerated to accommodate the posting period and cleanup work within this 10-day period.

Where shelter/housing options are not available or offered to people at level 3 or level 4 encampment sites, Caltrans should coordinate with local partners and hazmat contractors to arrange for trash pickup and other potential sanitation measures to mitigate impacts until individuals can be safely relocated. Sanitation efforts will be unique to each location and staff should use their best judgement in each scenario, prioritizing safety above all else.

Caltrans staff should work with local partners to provide trash bags and sharps containers (available through the district hazmat manager), schedule a date by the hazmat contractor and inform occupants when and where trash will be picked up. When passing out bags, sharps containers, or performing assessments with hazmat crews, Caltrans staff should coordinate with local partners including the CHP and wear all available Personal Protective Equipment (PPE) including masks, Tyvek or generic brand protective suits, boots, gloves, eye coverings, hard hats and vests.

Caltrans maintenance staff should monitor encampment cleanup costs closely and ensure proper charging by the hazmat contractor. Caltrans maintenance staff should report any encampment cleanup cost that exceeds \$50,000 to the District Maintenance Deputy Director and District Director.

Caltrans staff should focus on mitigation solutions to prevent people from returning to locations that are cleared for safety reasons. This may include:

- Fencing: No-climb or wrought iron fencing should be considered only with the approval of local fire agencies or CAL FIRE to avoid installing a barrier for first responders in emergency situations. Fencing should include access gates for first responders.
- Removing overgrown vegetation and trimming trees.
- Requesting CHP to increase patrols (not a Maintenance Zone Enhanced Enforcement Program (MAZEED) activity)
- Aesthetic enhancements including community gateway or transportation art (where local governments are supportive and willing to partner in these efforts)
- Hardscaping, lighting, cameras, motion detection monitoring (these efforts may need to be considered as part of future projects and may not be immediately available; funding sources will need to be identified)

Mitigation solutions that extend beyond standard fencing are encouraged where practical but should be considered in consultation with Caltrans Headquarters.

Caltrans should use hazmat contractors for major cleanup activities and ensure contractors and Caltrans employees perform cleanings in accordance with Maintenance Policy Directive 1001, including the storage of personal belongings of apparent value.

District teams are encouraged to use independent, unbiased judgment in each situation, continuing to communicate any significant or ongoing challenges to Headquarters so appropriate assistance can be provided.

## **Abandoned Encampment Sites**

If district staff believe an encampment has been abandoned and people are no longer living at an encampment, Caltrans staff may work with the CHP and local partners to confirm the site is abandoned by attempting three site visits over a 7-day period. These visits can be performed by Caltrans staff, CHP officers, or local government officials.

Photos should be taken of the encampment during each visit. If no new items are present at the encampment and no people are seen at the encampment, Caltrans and CHP may post a 72-hour notice and proceed with clearing remaining trash and debris from the encampment after the 72 hours has passed.

Caltrans should use hazmat contractors for major cleanup activities and ensure contractors and Caltrans employees perform cleanings in accordance with Maintenance Policy Directive 1001, including the storage of personal belongings of apparent value.

## Encampment Safety

Any Caltrans staff conducting encampment site assessments or performing any work near or within an encampment site must wear Personal Protective Equipment and exercise extreme caution, abandoning the work immediately if safety is compromised. Assistance from the CHP is always available to Caltrans staff.

- If possible, first assess encampment sites from a distance with binoculars.
- Entering sites:
  - Follow all safe social distancing protocols in accordance with the CDC, Caltrans Personnel Information Bulletins (<https://hr.onramp.dot.ca.gov/>) and Caltrans Health and Safety COVID Information and Resources (<https://hs.onramp.dot.ca.gov/covid-19-information-and-resources>).
  - All staff and/or contractors entering an encampment or debris site must wear proper protective gear including: Tyvek (or generic brand equivalent) suits with a high visibility vest over it; face masks; safety glasses or goggles; puncture resistant gloves and boots with disposable gloves and booties worn over them where available; and hard hats.
    - Proper use, disposal and cleaning of PPEs is required per Departmental safety policy and training and is required per Title 8 of the California Code of Regulations (CCRs), Section 3380, GISO Personal Protective Devices and CSO Section 1514.
    - Resources:
      - <https://www.dir.ca.gov/title8/3380.html>
      - [https://hs.onramp.dot.ca.gov/downloads/hs/files/SM\\_Chap\\_12-Jan2019.pdf](https://hs.onramp.dot.ca.gov/downloads/hs/files/SM_Chap_12-Jan2019.pdf)
- Staff shall announce themselves as they approach a camp each time they enter and must exit immediately and call 911 if they feel they are in harm's way or if someone needs emergency medical attention.
- When entering a site, do not enter tents or private areas (temporary living areas, storage, etc.).
- When performing site assessments, at least two personnel (e.g., Caltrans staff, CHP officers, social services staff, hazmat contractors) shall be present.
- When entering an encampment to post a 72-hour notice or work in or near an encampment, Caltrans employees shall be accompanied by the CHP or local law enforcement (depending on jurisdiction).
- All non-emergency site visits must be conducted during daylight hours.

## Encampment Assessments

### Initial Assessments

When an encampment is discovered or brought to the attention of Caltrans, Caltrans maintenance, construction, and/or hazardous materials staff must make an initial assessment to determine whether the site is occupied or is a potentially abandoned encampment where remaining debris should be cleared.

- Collect photos of the site from a safe distance.
- Record location and time/date stamp the photos.
- Make all reasonable efforts to omit people and faces.
- If there is evidence of recent fires that may have damaged infrastructure, check with local fire to see if there are any reports for the location.
- Coordination as soon as possible between Caltrans, CHP, the local county, city, and other relevant partners on homelessness is crucial in addressing larger encampment sites and developing joint strategies to address or mitigate an encampment site.

### Onsite Assessment(s)

After an initial assessment, Caltrans staff shall perform onsite assessments and rank encampments as priority 1, 2, 3, 4, or abandoned/vacant. Caltrans should work with local partners in encampment assessments and coordination. All work within an Encampment shall be performed following Maintenance Policy Directive 1001 and the following guidelines:

- People living on state property shall be treated with respect while understanding that we need to help protect public safety.
- Caltrans will collect, store, and label personal property of apparent value (see section 1.07.3 of Maintenance Manual Volume One) that isn't a health or safety hazard for 90 days in accordance with Maintenance Policy Directive 10-01.
- Items with no perceived value (see section 1.07 of Maintenance Manual Volume One) will be disposed of in a landfill, chemical warehouse, or hazardous material location, and potentially illicit items will be handed over to law enforcement as appropriate at the earliest convenience.
- Caltrans will work with local County Continuums of Care to arrange for outreach at an encampment before posting a 72-hour notice when situations allow.
- Caltrans will allow service providers to access Caltrans-owned property to provide services to people experiencing homelessness. Caltrans staff will need to accompany outreach staff onto state property unless a consent

letter is on record between the Caltrans district and local county or city who oversee the outreach providers.

- For more information on consent letters for encampments, contact your district task force lead on homelessness.
- If members of the media are present or arrive on site, provide them with the contact for the district public affairs officer and notify the district public affairs office.
- If criminal activity, weapons, drugs, drug labs, suspected overdose, severe illness, disease, or death are encountered or suspected:
  - Do not proceed with site assessment. Exit the site immediately and defer to CHP or local law enforcement (depending on jurisdiction) until such time as the activity has been safely remediated and law enforcement has indicated it is safe to re-enter the area.
  - Ensure the Maintenance Manager for the region and the District Deputy Director of Administration is notified of what occurred.
  - If appropriate, refer the affected employees to Caltrans' Employee Assistance Program.



### Encampment Relocation Form

DIST	CITY	CO	RTE	POST MILE/CROSS STREET	LEVEL

Answer the following questions and provide additional information as needed

<b>1) Identify concerns for safety and/or critical infrastructure at this location and attach photos if applicable.</b>
<b>2) Which outreach partners are we working with or are planning to work with? When did outreach begin or will begin?</b>
<b>3) Approximately how many people are located at this encampment?</b>
<b>4) Has this encampment been relocated in the past? When do we anticipate relocating this encampment? If so, please provide the last relocation date and any relevant context/background.</b>
<b>5) Identify any outside interest, special circumstances or sensitivities to this relocation effort including potential legal action, interest, or opposition from the media, elected officials, advocates, etc.</b>

Submitted by: \_\_\_\_\_

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

Approved by: \_\_\_\_\_

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

District Director Signature

**E-mail Template for Level 1 Encampment After-Action Report**

TO: [HQEncampments@dot.ca.gov](mailto:HQEncampments@dot.ca.gov)

CC: District Director, John Oliva, Alisa Becerra

SUBJECT: Level 1 Report – Location: (State Route, Nearest Cross Street, City, County)

ATTACHMENTS: Photo(s), Screenshot of location on map

BODY: Caltrans District has identified and removed an encampment of approximately \_\_\_ people located at \_\_\_\_\_ (State Route, Nearest Cross Street, City, County) at \_\_\_ am/pm (approximate time of visit) on \_\_\_\_\_ (date).

1. Our priority assessment identified the encampment as a critical priority, level 1 encampment due to the following factors:

*Briefly Explain:*

- What the safety emergency was, how and when the district became aware of the situation.
- Why delay in relocation of the encampment would have posed an imminent threat to human life or infrastructure.
- If emergency work was/is being performed on the infrastructure:
  - What is being done?
  - What was the start date/time and what is the anticipated completion date?

2. Caltrans removed the encampment in coordination with *(list participating partners, including: CHP, Local Fire, CAL FIRE, Local Police, Social Services Providers, advocates, etc.)*

Did local outreach partners participate in the relocation?

- If so, how many people were offered services?
- Was anyone relocated to a local shelter, motel, or other site?

3. The district has taken the following measures to prevent recurrence:  
(reinforcing fencing/access doors, installing k-rail/fencing, requesting increased enforcement from CHP, etc.)

4. Any other pertinent information related to the encampment relocation.

(Signature)

Name  
Title  
District  
Cell Phone Number

--- End of Report

### **E-mail Template for Level 2 Encampment After-Action Report**

TO: [HQEncampments@dot.ca.gov](mailto:HQEncampments@dot.ca.gov)

CC: District Director, Alisa Becerra

SUBJECT: Level 2 Report – Location: (State Route, Nearest Cross Street, City, County)

ATTACHMENTS: Photo(s), Screenshot of location on map

BODY: Caltrans District \_\_\_ identified a level 2 encampment of approximately \_\_\_ people located at \_\_\_\_\_ (State Route, Nearest Cross Street, City, County). The posting date was done on \_\_\_\_\_.

1. Our priority assessment identified the encampment as a high priority, level 2 encampment due to the following factors:

- Explain the safety concerns, how and when the district became aware of the situation, and why the encampment was removed at this time.
- If emergency work must be performed as a result of the encampment,
- What needs to be done/repaired?
- What exclusionary measures are we considering?
- Is the district submitting a Director's Order to request assistance with funding the repairs and/or exclusionary measures?
- Was the contractor prepared to begin work as soon as the encampment area was cleared?
- What was the encampment completion date/time?

2. Did Caltrans work in coordination with *(list participating partners including)*: CHP, Local Fire, CAL FIRE, Local Police, Social Services Providers, advocates, etc.

Was outreach performed by local partners on homelessness:

- Has outreach been performed at the encampment site within the past 30 days? If so, how many times?
- How many people were offered services and was anyone relocated to a local

shelter, motel, or other site?

- How many people do we believe remain at the encampment site today?
- Has a relocation plan been considered and attempted in coordination with local partners? Please explain.

3. The district is taking the following steps after clearing the encampment site to prevent recurrence: (reinforcing fencing/access doors, installing k-rail/fencing, implementing community-centered projects, requesting increased enforcement from CHP, etc.).

4. Any other pertinent information related to the encampment or request.

(Signature)

Name

Title

District

Cell Phone Number

--- End of Request

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## **E-mail Template for Level 3 and 4 Encampments After-Action Report**

TO: [HQEncampments@dot.ca.gov](mailto:HQEncampments@dot.ca.gov)

CC: District Director, Alisa Becerra

SUBJECT: Level 3 or 4 Report – Location: (State Route, Nearest Cross Street, City, County)

ATTACHMENTS: Photo(s), Screenshot of location on map

BODY: Caltrans District \_\_\_ identified a level 3 or 4 encampment of approximately \_\_\_ people located at \_\_\_\_\_(State Route, Nearest Cross Street, City, County). The posting date was done on \_\_\_\_\_.

1. Our priority assessment identified the encampment as a moderate or low priority, level 3 or 4 encampment due to the following factors:
  - Explain the safety concerns if applicable, how and when the district became aware of the situation, and why the encampment was removed at this time.
  - If work must be performed as a result of the encampment,
  - What needs to be done/repaired?
  - What exclusionary measures are we considering?
  - Is the district submitting a Director's Order to request assistance with funding the repairs and/or exclusionary measures?
  - Was the contractor prepared to begin work as soon as the encampment area was cleared?
  - What was the encampment completion date/time?

5. Did Caltrans work in coordination with *(list participating partners including):* CHP, Local Fire, CAL FIRE, Local Police, Social Services Providers, advocates, etc.

Was outreach performed by local partners on homelessness:

- Has outreach been performed at the encampment site within the past 30 days? If so, how many times?
- How many people were offered services and was anyone relocated to a local shelter, motel, or other site?
- How many people do we believe remain at the encampment site today?
- Has a relocation plan been considered and attempted in coordination with local partners? Please explain.

6. The district is taking the following steps after clearing the encampment site to prevent recurrence: (reinforcing fencing/access doors, installing k-rail/fencing, implementing community-centered projects, requesting increased enforcement from CHP, etc.).

7. Any other pertinent information related to the encampment or request.

(Signature)

Name

Title

District

Cell Phone Number

--- End of Request