

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



625

FROM: Waste Management Department

SUBMITTAL DATE:
May 5, 2011

SUBJECT: Contract Award for the Operation of the Idyllwild Grinding Facility

RECOMMENDED MOTION: That the Board:

1. Accept the bid submitted by MTS&L, Inc. (Contractor) for the Operation of the Idyllwild Grinding Facility; and
2. Authorize the Chairman to execute the Agreement on behalf of the Department.

BACKGROUND: To accommodate the need for an outlet for trees being removed as a result of the Bark Beetle infestation, the County of Riverside (County), in cooperation with the United States Forest Service (USFS), began contracting the operation of the Idyllwild Grinding Facility (Facility) in 2003. Since then, Riverside County Waste Management Department (Department) has managed the contract for the grinding operation, staffed the gate and managed the Facility. (continued)


 Hans W. Kernkamp, General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Cost:	\$ 142,000*	For Fiscal Year:	2010/11

SOURCE OF FUNDS: *Incoming tonnage fees will pay for grinding services.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: 
 Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 5/11/11
 Environmental Concurrence

Consent
 Policy
 Consent
 Policy

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 12.2 of 9/13/05, 12.1 of 7/13/03 | District: 3 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

12.1

F11 – Contract Award for the Operation of the Idyllwild Grinding Facility

May 5, 2011

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The primary operation conducted at the site is the processing of logs, brush, trees, pine needles and/or residential greenwaste generated by the clean up and removal of brush and trees in Idyllwild and its surrounding areas. Providing an outlet for material generated by fire abatement prevents the landfilling, burning, or simple land application of the material.

With the previous contract to operate the Facility concluding, the Department began advertising for proposals on August 5, 2010. On the bid closing date of August 23, 2010, the Department did not receive a bid that met the requirements stipulated in the Request for Proposal (RFP). The Department modified the length of contract and license requirements stipulated in the RFP to generate more interest from bidders and began to re-advertise for proposals on November 16, 2010. After notifying 38 vendors of the bid solicitation, the Department received one (1) bid by MTS&L, Inc. While the bidder did not meet the minimum State Contractor License requirements stated in the RFP, the bidder did possess a State Timber Operator License and met the remaining requirements stipulated in the RFP. With the Idyllwild Grinding Facility nearing its maximum capacity and presenting a potential fire risk, the Department contracted the temporary services of MTS&L as a Sole Source Procurement, starting January 10, 2011. The Department proceeded to modify the license requirement in the RFP to include License Timber Operator (LTO) as the minimum license requirement and re-advertised for proposals on March 17, 2011. After notifying 19 vendors of the bid solicitation, the Department received one (1) bid by MTS&L for a cost of \$25.50 per ton of incoming material to operate the Facility.

In addition to the processing cost of \$25.50 per ton of incoming material for contract grinding and beneficial use disposal services, the Department will add \$7.39 per ton to cover the cost of staffing the gate and Facility management. The resulting total cost per ton to users of the Facility will be \$32.89, an increase of \$16.39 per ton over the current rate based upon the previous contract. In accordance with the standard agreement each Facility user enters into, account holders have been given ten days advanced notice of the proposed rate change. Upon Board approval, staff is recommending that the new rate be effective June 1, 2011 to make any necessary administrative changes and insure account holders are aware of the change. Other material management options exist within the County if users choose to terminate their contracts. In calendar year 2010, the top five users of the facility (which represents 86% of the material processed) were: USA Waste of California (67%), Pino Tree Service (7%), Pearson Wood Service (5%), Mountain Fire Abatement (4%), and Pacific Slope Tree Company (3%). ***Residents of the Idyllwild community who pay parcel fees for trash service under Franchise Area 8 will continue to be able to use the Idyllwild Transfer Station at no charge.***

The proposal submitted by MTS&L meets all the requirements stipulated in the RFP. The Contractor will be responsible to provide contract grinding operations for an initial contract term of three (3) years, renewable in yearly increments up to two (2) years beyond term of the original contract if acceptable to all parties. The Department believes the Contractor has the experience and resources necessary to perform the project and recommends an award of contract to the sole bid submitted by MTS&L, Inc.

PD# 96218-v4

PERSONAL SERVICE AGREEMENT

For

**Equipment, Staffing, and Operation of a Facility at the Old Idyllwild Dump Site for the
Processing of Debris Which May Include Logs, Brush, Trees, Pine Needles and /or
Residential Greenwaste**

Between

Riverside County Waste Management Department

And

MTS&L, Inc.



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Exhibit 1 – Request for Proposal, dated March 17, 2011

Exhibit 2 – Contractor’s Proposal, dated March 30, 2011

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This Agreement, made and entered into this ____ day of _____, 2011, by and between the COUNTY OF RIVERSIDE, on behalf of its WASTE MANAGEMENT DEPARTMENT ("COUNTY"), and MTS&L, Inc., (herein referred to as "CONTRACTOR"). The parties agree as follows:

1. Description of Services

1.1. CONTRACTOR shall provide all services as outlined and specified in Exhibit 1, Request for Proposal, dated March 17, 2011 and Exhibit 2, the Contractor's Proposal submitted by MTS&L, Inc., dated March 30, 2011. As stated in Exhibit 2, CONTRACTOR indicates that processed material may be taken to "Individuals." Prior written approval must be obtained from COUNTY before CONTRACTOR is allowed to deliver to "Individuals."

1.2. CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3. CONTRACTOR affirms that it is fully appraised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit 2. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4. Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1. This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through May 10, 2014, with the option to renew for up to two (2) years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1. The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with cost sheet on page 9 (\$25.50 per ton) of Exhibit 2, Contractor's Proposal. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit 2, the COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2. No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to the COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by the COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3. CONTRACTOR shall be paid only in accordance with an invoice submitted to the COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and the COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by the COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, CA 92553
Attn: Accounts Payable

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering

department/division; Agreement number; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4. The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of the COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, the COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1. The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2. Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. The COUNTY may terminate this Agreement without cause upon fourteen (14) calendar days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2. The COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of

this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY.

5.3. After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to the COUNTY and deliver in the manner as directed by the COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to the COUNTY.

5.4. After termination, the COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit 2.

5.5. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6. The rights and remedies of the COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Reports**

The CONTRACTOR agrees that all reports in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by the COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such reports without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1. The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2. The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3. The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1. All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2. CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

8.3. The Riverside County Fire Department (FIRE) will enforce applicable fire prevention laws and regulations and the Contract's Site Safety Plan requirements at the Idyllwild Grinding Facility. Specifically FIRE shall be responsible to enforce the following:

8.3.1. Site Safety Plan

The FIRE Chief may approve modifications to the Site Safety Plan proposed by Contractor only with the concurrence of COUNTY and United States Forest Service (USFS). FIRE shall enforce the Site Safety Plan which includes:

8.3.1.1. Fire Suppression

- a) Thorough cleaning of equipment daily to prevent flammable particle buildup on areas of equipment where high heat is experienced.
- b) Establishing and maintaining a perimeter firebreak of at least 50 feet in width to separate native vegetation from flammable debris and processed products located on-site.
- c) A minimum 2,000-gallon water truck or equivalent capacity on a trailer capable of applying water to any fire that may start on and spread throughout the site must be maintained and available at all times.
- d) Providing additional water storage on-site of at least 10,000 gallons dedicated solely for fire suppression purposes.
- e) Providing fully charged fire extinguishers with 20A:120B:C rating, properly mounted in accessible and visible locations every 150 feet around the perimeter of the site. "No Smoking" signs shall also be placed concurrently with the extinguishers.
- f) No smoking within the 4-acre facility boundary.

- g) Providing approved material-handling equipment, which shall be available during fire fighting operations for moving wood chips, logged material, compost and raw product produced from yard waste and wood fines.
- h) Welding will be prohibited on the site unless Contractor first obtains a welding permit from FIRE.
- i) Unprocessed debris (Slash brush, log scraps and needle pines) shall be kept in piles not to exceed 200 feet long by 100 feet wide by 12 feet high or otherwise approved by FIRE
- j) Processed material shall be kept in piles or windrows not to exceed 15,000 cubic feet in volume and 6 feet high or as otherwise approved by FIRE.
- k) Monitoring piles for hotspots by inspecting for vents, smoke or burnt smell and by measuring the temperature of the interior of piles to ensure they are not exceeding 50°C (122°F). If the temperature exceeds this threshold, the Contractor shall turn the processed material pile and re-measure the temperature. If after re-measuring, the pile temperature no longer exceeds the threshold, storage is acceptable and no emergency measures are necessary.
- l) Contractor shall immediately contact FIRE if the processed pile temperature exceeds 50°C (122°F) after turning; or if evidence of hotspots, as defined above, exist, and shall be required to take corrective measures to remediate the fire threat as directed by FIRE.
- m) Processed material shall be stored for no longer than five days. Material may be stored for longer than five days provided piles are monitored for hotspots by inspecting for vents, smoke, or burnt smell; and by taking the temperature of the interior of processed piles and the temperature does not exceed 50°C (122°F) and no evidence of hotspots as defined above, exist.

- n) Drivable alleyways of at least 10' wide must be maintained between piles and windrows to allow access by firefighting equipment.
- o) The area immediately underneath the power line that crosses the site shall not have piled or windrowed material stored underneath its entire span. A clear 30' wide alleyway must be maintained under the power lines to separate windrows or piles that may be located on either side of the power line corridor.
- p) The perimeter firebreak and all alleyways must be graded to bare mineral soil or other non-fire conducting surface to prevent creeping ground fire between piles/windrows and the adjoining natural vegetation.
- q) Commercial grade logs may be stacked for temporary storage in log decks with their boles aligned longitudinally in stable configuration to prevent logs from rolling off or out of the deck.

8.3.1.2. Traffic Control

- a) Contractor must provide a Traffic Control Plan for the site that is approved both by FIRE and COUNTY prior to commencing operations.

8.3.2. Inspection

In addition, FIRE will assist the COUNTY in enforcing other provisions of the Contract by doing the following:

- a) Monitor volume of incoming material and contact Contractor as necessary to coordinate processing of material to manageable levels.
- b) Perform monthly reviews of Contractor's Activity Report for material coming into the site and products and destination of material leaving the site to ensure no unapproved disposal or utilization is occurring (i.e. taken to a landfill without approval, storing materials off-site that will contribute to the fire or environmental hazards elsewhere).
- c) Monitor National Pollution Discharge Elimination System (NPDES) requirements and implementation of BMPs.

- d) Monitor implementation of dust control measures.
- e) Monitor Storage of hazardous materials (oils, coolants, fuel, contaminated soil, etc.)
- f) Perform monthly facility inspections and provide copies of monthly facility inspections to COUNTY.
- g) Provide Emergency Contact for COUNTY and USFS Personnel.
- h) Verify sufficient sanitary facilities are in place on-site for use by the Contractor, COUNTY personnel and the public.
- i) Review and respond to Riverside County Environmental Health/Local Enforcement Agency (LEA) inspection reports in cooperation with COUNTY and USFS.
- j) Serve as Facility Contract Administrator as it relates to fire prevention laws and regulations and the Contract's Site Safety Plan requirements.

8.4. COUNTY shall be responsible for the following:

- a) Establish hours for public access to Facility.
- b) Provide labor to man the 35 foot scale house a maximum 8 hours per day, up to five days per week from December 1st through April 30th and up to six days per week from May 1st through November 30th.
- c) Work with FIRE and USFS to develop a temporary closure policy for the facility during adverse weather or unsafe site conditions due to snow, heavy rain, fire activity or other conditions.
- d) Provide and maintain automated 35-foot scale.
- e) Maintain the tonnage record and provide this information to CONTRACTOR and FIRE monthly.
- f) Provide support to FIRE, USFS and other necessary agencies in rectifying contract violations.
- g) Design and provide Site Activity Report forms to be filled out by Contractor.
- h) Perform topographic survey prior to Contractor's first day of facility operation.
- i) Prepare grading plan for possible facility site expansion, if agreed to by USFS and FIRE.

- j) Review monthly, the Contractor's daily report of incoming materials, products leaving the site (tallied by product type and corresponding volume or tonnage) and destinations of products/materials leaving the facility to ensure no disapproved disposal or utilization is occurring (i.e. transported to a landfill for disposal without approval, storing materials off-site where it can contribute to fire or environmental hazards elsewhere).
- k) Provide Emergency Contact Information to FIRE and USFS.
- l) Serve as facility Contract Administrator except for administering the enforcement of fire prevention laws and regulations and the Contract's Site Safety Plan requirements.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which the COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and the COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical

condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by the COUNTY.

16. Confidentiality

16.1. The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2. The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying

number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE:

Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, CA 92553
Attn: Clifford Goss

CONTRACTOR

MTS&L, Inc.
P.O. Box 376
Mountain Center, CA 92561

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

20.1. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the

CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim.

21.2. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of the COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to the COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved.

21.3. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.4. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such

interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.5. CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to the COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to the COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for the COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1. Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2. Workers' Compensation. If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the COUNTY, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.3. Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective

directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4. Vehicle Liability. If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all directors, officers, employees, appointed officials, agents or representatives of COUNTY, its Agencies, Districts, Special Districts, and Departments as Additional Insureds.

22.5. Environmental Impairment Insurance. Contractor shall maintain Environmental Impairment Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

22.6. Professional Liability Insurance. CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

22.7. General Insurance Provisions - All lines

- a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b) The CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not**

commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- h) Contractor agrees to notify the COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this agreement.

23. General

23.1. CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2. Any waiver by the COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing the COUNTY from enforcement of the terms of this Agreement.

23.3. In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by the COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4. CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5. CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to the COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6. Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7. The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to the COUNTY data, information and personnel.

23.8. CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9. CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10. CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY OF RIVERSIDE
Waste Management Department
14310 Frederick Street
Moreno Valley, CA 92553

Signature: _____

Print Name: Bob Buster

Title: Chairman of the Board of Supervisors

Dated: _____

CONTRACTOR:
MTS&L
P.O. Box 376
Mountain Center, CA 92561

Signature: *Doug McCellar*

Print Name: *Doug McCellar*

Title: *CEO*

Dated: *4/25/11*

ATTESTED:

By: _____
Kecia Harper-Ihem, Clerk

APPROVED:

By: *Neal Kipnis*
Neal Kipnis, Deputy County Counsel

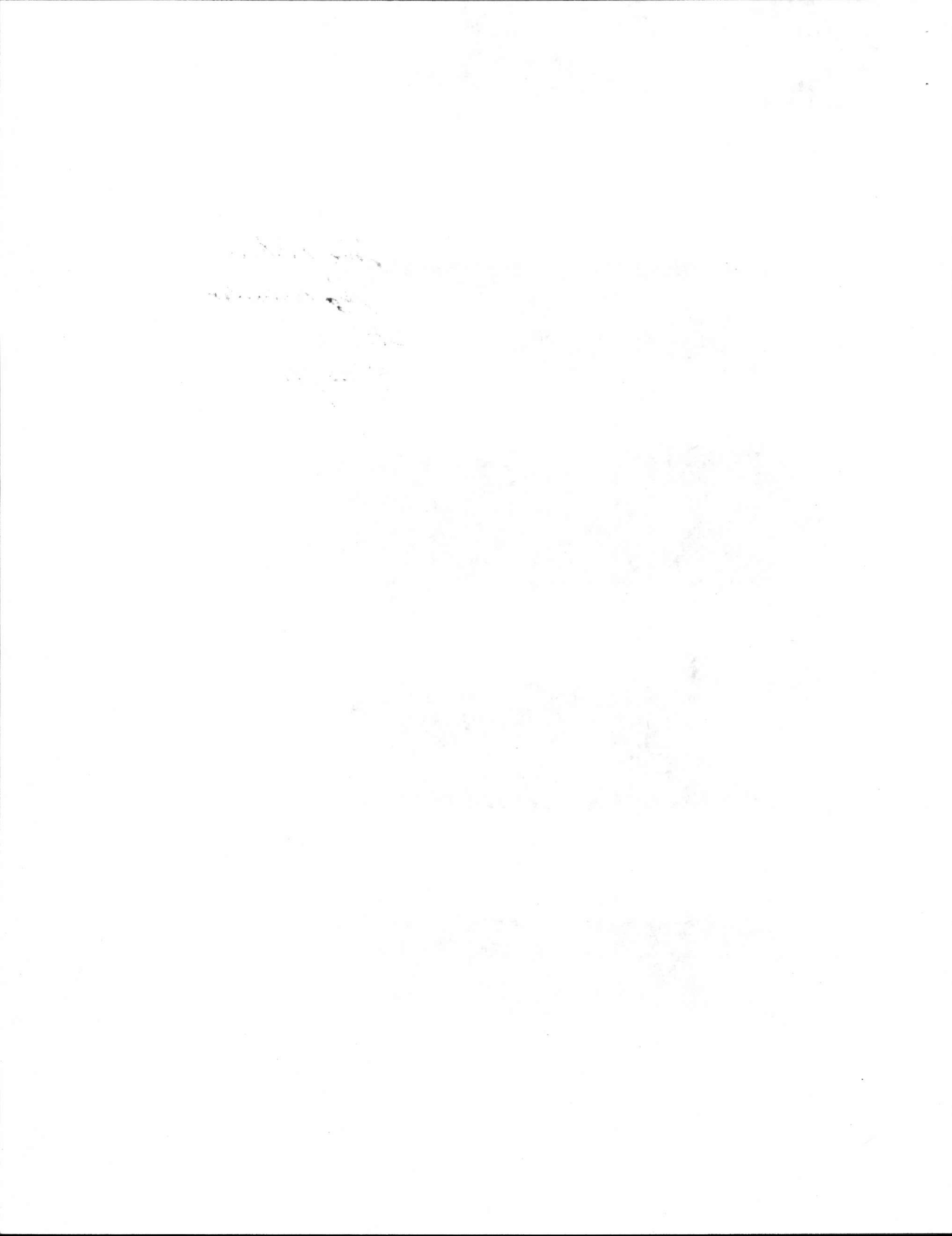


Exhibit 1 – Request for Proposal, dated March 17, 2011

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REQUEST FOR PROPOSAL #WMARC-163:

Equipment, Staffing, and Operation of a Facility at the Old Idyllwild Dump Site for the Processing of Debris Which May Include Logs, Brush, Trees, Pine Needles and/or Residential Greenwaste



By:
Clifford Goss, Buyer I
Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, CA 92553
(951) 486-3337 / (951) 486-3230 (fax)
Email: Cgoss@co.riverside.ca.us

NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED

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INSTRUCTIONS TO BIDDERS

Buyer: Clifford Goss Email: Cgoss@co.riverside.ca.us

Visit the Central Purchasing Website: www.purchasing.co.riverside.ca.us

Telephone: (951) 486-3337

- I. **Quantities:** The amount of work to be done or materials to be handled under the Contract as noted in the proposal are but estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate. The County reserves the right to increase or decrease or to entirely eliminate certain items from the work or materials if found desirable or expedient. The Contractor will be allowed no claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and the actual amounts of work done, or materials furnished or used in the completed project.
- II. **Discrepancies and Omissions:** Discrepancies, omissions, ambiguities, or requirements likely to cause disputes shall be immediately brought to the attention of RCWMD. When appropriate, Addenda will be issued by RCWMD. No communication by anyone as to such matters except by an Addendum affects the meaning or requirements of the proposal. If at any time (before or after submittal of its bid) the Contractor is of the opinion that there is or may be a discrepancy or inconsistency in the plans, drawings, specifications or other Contract Documents, it shall immediately report this in writing to RCWMD and shall not proceed with any related work until ordered so to do.
- III. **Invalid Proposals:** Proposals submitted by fax or email and those which fail to reach the place fixed for opening of proposals prior to the date and hour set for opening will not be considered.
- IV. **Inspection of Site and Understanding of Contract Provisions:** Prior to submission of a bid, bidders must have examined the site and fully acquainted themselves with all conditions affecting the work. Information derived from maps, plans or specifications, or from RCWMD will not relieve the successful bidder from properly carrying out all the terms of the contract. By the submittal of a proposal, the bidder will be held to have personally examined the site and the drawings, to have carefully read all of the specifications and RFP, and to have satisfied himself as to his ability to meet all the difficulties attending the execution of the work. The bidder agrees that if he is awarded the contract he will make no claim against the County based on ignorance or misunderstanding of the contract provisions; and that the bidder fully understands the payment method for the work.
- V. **Qualifications of Bidders:** No award will be made to any bidder who cannot give satisfactory assurance to RCWMD as to his ability to carry out the contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the Contract.
- VI. **Vendor Registration** – Unless stated elsewhere in this document, vendor must register online at www.Purchasing.co.riverside.ca.us with all current Vendor information, to be registered on the County's database.
- VII. **Prices/Notations** All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- VIII. **Pricing/Terms/Tax** - All pricing shall be quoted both F.O.B. shipping destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- IX. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the RFP closing date. If the County elects to do negotiations that require additional time, RCWMD may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
- X. **Method of Award** – RCWMD reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by RCWMD to be most advantageous to RCWMD. RCWMD recognizes that prices are only one of several criteria to be used in judging an offer and that RCWMD is not legally bound to accept the lowest offer.
- XI. **Other Terms and Conditions** – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at www.purchasing.co.riverside.ca.us or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
- XII. **Return of Bid/Closing Date/Return to** - The bid response shall be delivered to **Waste Management Department, 14310 Frederick Street, Moreno, CA 92553 by 1:30 p.m.** on the closing date listed above. Bid responses not received by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. RCWMD will not be responsible for and will not accept late bids due to delayed mail delivery or courier services.
- XIII. **Auditing** – The Contractor agrees that the County, the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
- XIV. **Local Preference** - The County has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ/P to that Riverside County location. To qualify for local preference BIDDER must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit. Application of this local preference may be waived if funding sources disallow it.

Or

- XI. Disabled Veteran Business Enterprise Preference - The County has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P
Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

<input checked="" type="checkbox"/> APPENDIX "A"	<input checked="" type="checkbox"/> EXHIBIT (A-F)	<input type="checkbox"/> PLANS/DRAWINGS	<input type="checkbox"/> SAMPLES
<input type="checkbox"/> #116-110	Special Conditions/Response	<input type="checkbox"/> 116-130	Equipment Information Sheet
<input type="checkbox"/> #116-260	Local Business Qualification Affidavit	<input type="checkbox"/> 116-311	Boilerplate Agreement

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

<input type="checkbox"/> #116-200	General Conditions	<input type="checkbox"/> #116-210	General Conditions Materials and/or Services
<input type="checkbox"/> #116-230	General Conditions - Equipment	<input type="checkbox"/> #116-220	General Conditions - Public Works
<input checked="" type="checkbox"/> #116-240	General Conditions - Personal/Professional Service		

Proposal Cover Page

BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:

WWW.PURCHASING.CO.RIVERSIDE.CA.US

The Riverside County Waste Management Department (RCWMD) is soliciting proposals from qualified organizations to provide for the equipment, staffing, and operation of a facility at the Old Idyllwild Dump site for the processing of debris from fire abatement which may include logs, brush, trees, pine needles and/or residential greenwaste.

Services as detailed in Appendix A.

There will be a (Non-Mandatory) bidders meeting to be held on:

Date: March 24, 2011
Time: 10:00 AM

Location:
Grinding Facility, located on Highway 243, 1 mile south of Saunders Meadows Road

BID CLOSING DATE: March 31, 2011 no later than 1:30 pm.

NO FAXED PROPOSALS WILL BE ACCEPTED
After close of this RFP, the award may be announced within 14 - 30 days.

If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company Name: _____

Street Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Remit to Address: _____

City: _____ State: _____ Zip: _____

Phone # () _____ FAX # () _____

Vendor Website: _____

Name: _____ Title: _____

Signature: _____ Date: _____ Email: _____

Please Check Disabled Veteran or Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFP will be credited to that location in Riverside County. Form 116-260 must be completed and submitted with the Bidder's proposal

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APPENDIX A SCOPE OF SERVICE

1 DEFINITIONS

Wherever these words occur in this RFP, they shall have the following meaning:

- A. "RFP" shall mean Request for Proposal.
- B. "Addendum" shall mean an amendment or modification to the RFP (Request for Proposals).
- C. "Bid" shall mean the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- D. "Bidder" shall mean an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- E. "Contractor" shall mean any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor and Bidder are used interchangeably.
- F. "MQs" shall mean minimum qualifications.
- G. "County" shall mean the County of Riverside and its agencies pertaining to this RFP.
- H. "FIRE" shall mean the Riverside County Fire Department.
- I. "RCWMD" shall mean the Riverside County Waste Management Department.
- J. "USFS" shall mean the United States Forest Service.

2 PURPOSE/BACKGROUND

RCWMD is soliciting a RFP to provide for the equipment, staffing, and operation of a grinding facility at the Old Idyllwild Dump site for the processing of debris which may include logs, brush, trees, pine needles and/or residential greenwaste. USFS, FIRE, and RCWMD are working together to provide a processing site for debris generated by the clean up and removal of brush and trees in the Idyllwild area. The purpose of the project is to provide an outlet for material generated by fire abatement and to prevent the landfilling, burning, or simple land application of the material. The Old Idyllwild Dump is a closed landfill that was operated by Riverside County and owned by the USFS. The site is located on State Highway 243, Idyllwild, CA. (Refer to the Exhibit A-Idyllwild Grinding Facility Vicinity Map).

In 2003, the County began operating a grinding facility to accommodate the need for a disposal outlet for trees being removed as a result of the Bark Beetle infestation. Tonnage at the Grinding Station has gradually stabilized to just over 7,000 tons per year. (Refer to Exhibit B – Tonnage Received at the Current Grinding Facility in 2008 and 2009) In 2009, eight of the 56 customers accounted for approximately 91 percent of the

tonnage brought into the site. Certain residents who are assessed disposal fees on their property taxes and who are denied entry into the Idyllwild Transfer Station due to the size and type of their vehicle may be issued a facility use card for up to two tons per calendar year for fire abatement disposal. Since 2003, 61 cards have been issued, equating to 122 tons. The contractor will not be compensated for these tons.

The County is seeking proposals from private entities to operate the Idyllwild Grinding Facility (on a per ton cost) to process incoming logs, brush, trees, pine needles and/or residential greenwaste; and remove processed material, preferably to beneficial reuse markets. Per ton cost shall include all incoming materials and be paid upon removal of processed material. Exhibit B shows the quantities of the various types of material currently being processed at the site for the past two years of operation. This information is provided to encourage the proposals to separate the material for the highest possible use.

3 SCOPE OF SERVICE

3.1 WORK TO BE DONE

The Contractor shall provide all staffing, labor, power, light, water, materials, equipment, tools, machinery, transportation, insurance, permits, bonds, temporary protection, watchmen, and superintendence necessary to complete all work, and to furnish all materials necessary, except those furnished by RCWMD as specifically stated in the RFP.

The scope of work includes two main items:

- 1) Process woody debris (including but not limited to: logs, brush, trees, pine needles and/or residential greenwaste) by grinding the material with industrial sized wood grinder.
- 2) Remove processed material from the facility and dispose of the material properly. The disposition of processed material to sustainable reuse markets is desired. The planned disposition method/location of material shall be identified by the Contractor and shall be included in the proposal. Any method/location used must be accepted by the RCWMD in advance and in writing.

3.2 PUBLIC HOURS OF OPERATION

The County will establish gate hours. It is anticipated that hours will remain 8:00 AM to 12:00 PM, 1:00PM to 4:00 PM Monday through Friday and 8:00 AM to 12:00 PM Saturday (April through November). The County shall have the discretion to close the site due to inclement weather, fire, or other site conditions. The Contractor may access the site at anytime during daylight hours, but must process material in accordance with guidelines established in Section 3.3.4. The Contractor will be responsible to lock up the existing gates with a Contractor-provided lock during closed hours.

3.3 CONTRACTOR'S RESPONSIBILITY

Contractor is under the absolute duty in fulfilling his contractual obligations hereunder to proceed, and cause his subcontractors to proceed, in a safe, workmanlike manner, with adequate safeguards for the protection of the public, the workmen and persons from time to time inspecting the work. If at any time Contractor finds any of its employees or subcontractors are allowing work to proceed in an unsafe manner or contrary to the terms of the RFP, Contractor shall immediately cause such action to stop and immediately

take all action necessary to protect workmen, inspectors and the general public and cause the work to proceed in a safe manner or in accordance with the terms of the RFP.

3.3.1 Compliance with Applicable Law

Reference to and/or incorporation into the RFP of a particular law, statute, ordinance, rule or regulation is not, nor is it intended to be, a definitive statement of the law applicable to the RFP and the accomplishment of the work. Contractor must keep informed as to all such applicable laws - Federal, State, County, Municipal - as they affect the conduct of the work and comply with such law, including, but not limited to, obtaining necessary permits, paying necessary fees and taxes, posting notices and installing, operating and maintaining safety precautions and facilities. It is likewise Contractor's responsibility to see to it that its subcontractors also fully comply with such applicable laws. Contractor shall protect and defend USFS and the County, its Departments, officers, agents, employees and contractors against any claim or liability arising from or based upon any alleged violation of such applicable law.

3.3.2 License Requirements

For the work associated with site operations, the County will not require the Contractor to be licensed under the California Contractors State License Board. However, the County prefers a Class A General Engineering Contractor license, or a Class C Specialty Contractor license associated with one of the required site activities. At a minimum, the Contractor will be required to be a Licensed Timber Operator through the California Department of Forestry.

3.3.3 Prevailing Wage

This is a prevailing wage operation and as such, the Contractor shall maintain a certified payroll and comply with all applicable requirements of the California Labor Code.

3.3.4 Public/Site Safety Plan

The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and it shall have under construction no greater length or amount of work than it can process properly with due regard to public safety. Unless otherwise provided in the RFP, all public traffic shall be permitted to pass through or near the work with as little inconvenience and delay as possible. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense. Operations shall be conducted in such a manner as to cause as little inconvenience and annoyance as possible to abutting and nearby property owners. Convenient access to driveways, houses and buildings along or near the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. The Contractor is also responsible for providing and maintaining, for personnel and the public, convenient access to the site. In the event of snow or rain, the Contractor shall make their best effort to clear the entrance road (from Highway 243 to designated unloading areas) for adequate access unless RCWMD has closed the site due to site conditions as referenced in Section 3.2.

The Contractor shall submit a copy of a Public/Site Safety Plan to FIRE and RCWMD, which shall be subject to review and comment. Review of the Public/Site Safety Plan does not in any way release the Contractor of liability in the event of an accident or injury, nor does it place any liability on the County

or any of their respective employees. The Public/Site Safety Plan must, at a minimum, meet all the requirements of Federal and State regulations regarding all activities and must properly address health and safety regulations, fire suppression, traffic control and signage, debris and processed product pile size and earthwork excavation safety. The Public/Site Safety Plan shall also address procedure and protocol for clean-up in the event of a hazardous waste spill as defined in Section 3.3.5.5 of this RFP. The Contractor shall be solely responsible for adherence to the Public/Site Safety Plan at all times. Fire and RCWMD may approve modifications to the Public/Site Safety Plan proposed by Contractor only with the concurrence of USFS. FIRE and/or RCWMD shall reserve the right to direct removal of any of the Contractor's employees or subcontractors who are not adhering to or meeting the requirements of the law, the Public/Site Safety Plan, or applicable regulations. Notice to Proceed shall not be issued to Contractor until Public/Site Safety Plan has been reviewed and accepted by FIRE and RCWMD.

3.3.4.1 Health and Safety Regulations

It is the responsibility of the Contractor to confirm compliance with all relevant health and safety regulations. The Contractor shall take proper safety and health precautions to protect the work, the public, the County, and USFS. The Contractor shall be responsible for providing all items necessary for health and safety, including dust control, personal protective equipment, sanitary provisions, decontamination equipment if required, and collection and disposal of rinse waters, in accordance with applicable Federal and State regulations.

3.3.4.2 Sanitary Provisions

Portable restroom and hand washing facilities shall be provided by the Contractor where needed for the use by site operations staff. Their location, construction and maintenance shall be subject to the approval of RCWMD. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the State Department of Health or other authorities having jurisdiction.

3.3.4.3 Fire Suppression

Contractor shall take all necessary precautions to preclude fire, including:

- Thorough cleaning of equipment daily to prevent flammable particle buildup on areas of equipment where high heat is experienced.
- Establishing and maintaining a perimeter firebreak of at least 50 feet in width to separate native vegetation from flammable debris and processed products located on-site.
- A minimum 2,000-gallon water truck or equivalent capacity on a trailer capable of applying water to any fire that may start on and spread throughout the site must be maintained and available at all times.
- Providing additional water storage on-site of at least 10,000 gallons dedicated solely for fire suppression purposes.
- Providing fully charged fire extinguishers with 20A:120B:C rating, properly mounted in accessible and visible locations every 150 feet around the perimeter of the site. "No Smoking" signs shall also be placed concurrently with the extinguishers.
- No smoking within the 4-acre facility boundary.
- Providing approved material-handling equipment, which shall be available during fire fighting operations for moving wood chips, logged material, compost and raw product

- produced from yard waste and wood fines.
- Welding will be prohibited on the site unless Contractor obtains a welding permit from FIRE.

3.3.4.4 Traffic Control, Security, and Signage

The Traffic Control Plan shall include procedures that address traffic control for approaching, crossing, or traveling along public access roads according to the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition as amended by the MUTCD supplement which prescribes uniform standards and specifications for all official traffic control devices in California. The MUTCD can be viewed in the Federal Highway Administration website at http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm. The Public/Site Safety Plan will state that all site construction traffic shall not exceed 15 miles per hour when traveling on site access roads used by the public.

The Contractor at its own expense shall furnish, erect, and maintain such fences, gates, barriers, barricades, lights, signs and other traffic control devices as are necessary to give adequate warning to the public at all times, both on and off the site of work. Contractor staff shall be responsible to safely direct material accepted at the site to the properly designated areas through the use of warning and directional signs, cones, Contractor-provided personnel or other suitable means and shall maintain same throughout the working period. All such devices shall be of a type accepted by RCWMD and FIRE.

Security measures are at the discretion of the Contractor. Throughout the term of the contract, the Contractor will also be responsible to maintain fencing and gates to prevent unauthorized access. Contractor will be responsible for all equipment and property stored on site. RCWMD is not responsible for any damage or theft of Contractor property.

Full compensation for the work involved in carrying out the precautionary measures above specified shall be considered as included in the price paid for the various items of work and no additional payment will be made therefore. If, in any case, FIRE or RCWMD finds it necessary to replace, add to or erect said traffic control devices when the Contractor fails to do so, the Contractor shall be billed for all costs thereof.

3.3.4.5 Debris and Processed Product Pile Size

The Contractor shall take all necessary precautions to maintain the site in an orderly manner to preclude fire, including:

- Unprocessed debris (Slash brush, log scraps and needle pines) shall be kept in piles not to exceed 200 feet long by 100 feet wide or otherwise approved by FIRE
- Processed material shall be kept in piles or windrows not to exceed 15,000 cubic feet in volume and 6 feet high or as otherwise approved by FIRE.
- Monitoring piles for hotspots by inspecting for vents, smoke or burnt smell and by measuring the temperature of the interior of piles to ensure they are not exceeding 50°C (122°F). If the temperature exceeds this threshold, the Contractor shall turn the processed material pile and re-measure the temperature. If after re-measuring, the pile temperature no longer exceeds the threshold, storage is acceptable and no emergency

measures are necessary.

- Contractor shall immediately contact FIRE if the processed pile temperature exceeds 50°C (122°F) after turning; or if evidence of hotspots, as defined above, exist, and shall be required to take corrective measures to remediate the fire threat as directed by FIRE.
- Processed material shall be stored for no longer than five days. Material may be stored for longer than five days provided piles are monitored for hotspots by inspecting for vents, smoke, or burnt smell; and by taking the temperature of the interior of processed piles and the temperature does not exceed 50°C (122°F) and no evidence of hotspots as defined above, exist.
- Drivable alleyways of at least 10' wide must be maintained between piles and windrows to allow access by firefighting equipment.
- A perimeter firebreak of at least 50' wide must be separating native vegetation from debris and processed material.
- The area immediately underneath the power line that crosses the site shall not have piled or windrowed material stored underneath its entire span. A clear 30' wide alleyway must be maintained under the power lines to separate windrows or piles that may be located on either side of the power line corridor.
- The perimeter firebreak and all alleyways must be graded to bare mineral soil or other non-fire conducting surface to prevent creeping ground fire between piles/windrows and the adjoining natural vegetation.
- Commercial grade logs may be stacked for temporary storage in log decks with their boles aligned longitudinally in stable configuration to prevent logs from rolling off or out of the deck.

3.3.4.6 Business Emergency Action Plan

The Contractor shall submit a copy of a site specific Business Emergency Action Plan to FIRE and RCWMD, which shall be subject to review and comment. This Business Emergency Action Plan shall address the USFS owned property and at a minimum, provide a list of emergency contacts for RCWMD personnel including: FIRE, USFS, and Waste Management Idyllwild Transfer Station. As part of the Business Emergency Action Plan, the Contractor shall provide a working cell phone or other communication device that can be used by staff in the event of an emergency. Notice to Proceed shall not be issued to Contractor until the site specific Business Emergency Action Plan has been reviewed and accepted by the County.

3.3.5 Environmental Requirements

The County complies with state requirements by implementing provisions provided by but not limited to: National Pollution Discharge Elimination System (NPDES) and South Coast Air Quality Management District (AQMD). The Contractor shall also comply with the conditions of all permits including, but not limited to: Storm Water Pollution Prevention, Dust Abatement and Storage of Materials.

3.3.5.1 Permits

The Contractor shall procure all permits (including but not limited to: National Pollution Discharge Elimination System (NPDES) and South Coast Air Quality Management District

(AQMD) permit requirements), pay all charges and fees, and give all notices necessary and incident to prosecution of the work. Contractor will work with the County to obtain and abide by a Special Use Permit issued by USFS for on-site wood waste and/or greenwaste processing.

3.3.5.2 Storm Water Pollution Prevention

Contractor shall comply with State NPDES through regular inspections, monitoring and implementation of Best Management Practices (BMPs). The Contractor shall prepare and submit three copies of a site-specific Storm Water Pollution Prevention Plan (SWPPP) outlining procedures to reduce pollutants (directly or indirectly related to the Contractor's activities) in storm water runoff. The SWPPP shall list and identify, at a minimum, job site "good housekeeping" practices to be followed to minimize the potential pollution of storm water runoff and receiving waters. The SWPPP shall also identify the site-specific Best Management Practices (BMPs) planned for use on the project, and stipulate schedules for ongoing monitoring and maintenance of those BMPs. The site is a former landfill site and as such, state and federal regulations do not permit water to accumulate on the property. The Contractor is responsible for ensuring positive drainage throughout the site.

3.3.5.3 Diversion and Control of Water

The Contractor shall at all times protect the work from damage by such waters and shall take all due measures to prevent delays in progress of the work caused by such waters. In order to accomplish this, the Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution through the use of water pollution control measures consisting of construction of facilities which may be required to provide retention, control, and abatement of water pollution. The Contractor shall also conduct and schedule all operations so as to minimize or avoid muddying and silting of said channels, drains, and water bodies.

The Contractor shall take all necessary preventive measures to avoid or minimize damage resulting in erosion or impounding caused by storm water runoff. Erosion control measures shall consist of effective Best Management Practices (BMPs). Common examples of BMPs are the following: constructing sandbag berms, fiber rolls, slope drains, and other such facilities required to provide prevention, control, and abatement of water pollution. While the contractor is not required to use these exact controls, appropriate and effective BMPs are required to be deployed.

All nuisance water shall be disposed of at the Contractor's sole expense in a manner that will not damage public or private property, create a nuisance or health menace and complies with all applicable regulations. The Contractor shall furnish, install, and operate pumps, hoses, pipes or other equipment of a sufficient capacity to keep all construction excavations free from water until the excavation is backfilled. Water, if odorless and uncontaminated, may be discharged in a manner approved by RCWMD. When required by RCWMD, a means of de-silting the water before discharging it shall be provided.

The Contractor, by submitting a bid, will be held to have investigated the risks arising from such waters and to have made the bid in accordance with such conditions. The Contractor shall be responsible for all costs associated with or resulting from any water at or coming into the

property limits.

3.3.5.4 Dust Abatement

Dust control operations shall be performed by the Contractor at the time, location and in the amount required and as often as necessary to prevent all excavations or fill works, demolition operations or other activities from producing dust in amounts harmful to personnel or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the work. The Contractor is responsible for compliance with Rule 403 Fugitive Dust Regulations issued by the South Coast Air Quality Management District (SCAQMD) and any other applicable regulations.

Measures to control dust shall include but not be limited to: sprinkling of water, use of approved dust suppressants, modifications of operations or any other means acceptable to the County, the California Regional Water Quality Control Board (CRWQCB), SCAQMD, and any agency having jurisdiction over the facility. All costs incidental to dust control shall be included in the unit price paid for other items of work.

3.3.5.5 Storage of Materials

The Contractor shall at all times keep the site neat, tidy, and free of refuse resulting from work. Toxic materials, including oil, fuel oil, gasoline, coolant, fluid filters, and other contaminants, shall be transported off-site and disposed of at an approved facility. Containers temporarily holding these hazardous materials shall be sealed, properly marked, 55-gallon barrels and have no leaks, and shall be removed from the site as quickly as is reasonably possible. Any accidental spills or leaks that are produced during routine equipment maintenance shall be cleaned up by removing all the contaminants and the contaminated soil, disposing of it at an approved facility, and replacing the removed contaminated soil volume with clean soil material. The Contractor shall also be responsible for any spills caused by any of the Contractor's subcontractors or suppliers. The Public/Site Safety Plan, required under Section 3.3.4 shall include the procedure the Contractor shall follow in the event there is a spill. The County may require documentation showing proper containment, removal, and disposal of any hazardous materials or contaminated soil that the Contractor has introduced or produced on site.

As part of the Public Site Safety Plan, the Contractor shall provide a site map delineating the Materials Storage Area for the storage of the Contractor's materials. All imported materials shall be stored in this designated area. Containers holding Contractor liquids shall be properly marked and placed in a secondary containment structure approved by the County. If the Contractor wishes to use additional areas for storage of materials, a written request to do so shall be submitted to the County. All imported materials to be used in construction shall be unloaded, stored, and handled in accordance with manufacturer and supplier recommendations, to prevent damage to the material. When delivery of material occurs, the Contractor shall promptly observe shipments to assure that the material complies with requirements, that quantities are correct, and that the material is undamaged. The Contractor shall take full responsibility for any delay caused by a supplier or manufacturer. The storage area shall be accessible to the County so that they may observe, verify, and document the presence and condition of materials being stored.

The Contractor shall protect materials from sun, rain, mud, soil, and debris. Care shall be taken to protect manufactured materials against damage from misuse, mishandling, or accident.

The Contractor shall store materials and maintain construction operations within limits indicated by applicable laws, ordinances, and permits, and as stated in the RFP and as requested by the County. Care shall be exercised to avoid blocking roads, interfering with County operations, or presenting a hazard to County personnel, equipment, or to the public.

3.3.5.6 Department of Environmental Health/Local Enforcement Agency (LEA) Inspection Reports

The Contractor shall review and respond to LEA inspection reports. Copies of LEA inspection reports and response shall be forwarded to USFS and RCWMD.

3.3.5.7 Site Activity Reports

The Contractor shall complete a Site Activity Report provided by the County, Exhibit C. A copy of the completed Site Activity Report shall be provided to the County each day that the Contractor is operating on-site.

3.3.5.8 Refuse Disposal

All refuse produced on-site as well as all refuse brought in the facility by customers shall be transported off-site for proper disposal.

3.3.6 Site Restoration

Prior to the Contractor's first day of facility operation, RCWMD will perform a topographic survey, to document the site condition. Contractor will be responsible for restoring the site condition upon completion of the project, including the site grades. Contractor will be allowed to propose improvements to the original topography and drainage concept. In order to do so, the Contractor will be required to submit an alternative grading and drainage plan which shall be approved, in advance and in writing by the RCWMD.

Prior to the Contractor's first day of facility operation, the Contractor shall provide a maintenance assurance, clean up/site restoration bond (or other acceptable assurance approved by County's counsel) in the amount of \$100,000, which sum shall be available to the County to provide remediation to the site in the event the Contractor fails to restore the site to the original site conditions upon completion or termination of the Contract. This bond amount shall be maintained throughout the length of the Contract and be adjusted every five years. The maximum increase allowable at any time of adjustment will be equal to the percent change in the Consumer Price Index (CPI).

If the Contractor cannot obtain a site restoration bond in the amount of \$100,000, the County shall retain partial payments from the Contractor for clean up/site restoration. On or about the last day of each month, the County shall make an estimate in writing of the total tonnage received at the Idyllwild Grinding Facility to the time of such estimate and the value thereof. The County shall retain 10 percent (10%) of such estimated value of the work or partial payment for the fulfillment of site restoration by the Contractor upon termination or completion of the contract. The Contractor's site restoration activities shall include, but are not limited to: trash

and debris removal, improvements to damaged infrastructure, and re-establishment/improvement of the site's original topography and drainage.

3.4 CHARACTER OF WORKMEN

If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the County or shall appear to the County to be incompetent or to act in a disorderly or improper manner, he/she shall be discharged immediately upon the request of the County and such person shall not again be employed on this work.

3.5 TEMPORARY SUSPENSION OF THE WORK

The County and/or USFS shall have the authority to suspend the work wholly or in part, for such period as the County and/or USFS may deem necessary, due to unsuitable weather, fire danger, fire activity, or to such other conditions as are considered unfavorable for the suitable prosecution of the work or that would pose a potential public hazard if a fire should occur at the site, for such time as the County and/or USFS may deem necessary. The County also shall have the authority to suspend the work wholly or in part due to the failure on the part of the Contractor to properly perform the work. The Contractor shall immediately comply with the order of the County and/or USFS to suspend the work wholly or in part and shall only be resumed when conditions are favorable or methods are corrected, as ordered or approved by the County and/or USFS.

4 FIRE RESPONSIBILITIES

FIRE will enforce applicable fire prevention laws and regulations and the Contract's Site Safety Plan requirements at the Idyllwild Grinding Facility.

Specifically FIRE shall be responsible to enforce the following:

4.1 SITE SAFETY PLAN

The FIRE Chief may accept modifications to the Public/Site Safety Plan proposed by Contractor only with the concurrence of RCWMD and USFS. FIRE shall enforce the Site Safety Plan which includes:

4.1.1 Fire Suppression

- Contractor shall provide and maintain a minimum 2,000-gallon water truck or equivalent capacity on a trailer capable of applying water to any fire that may start on or spread to the site as well as comply with dust abatement requirements. In addition Contractor shall provide additional water storage on site of at least 10,000 gallons dedicated solely for fire suppression purposes.
- The Contractor shall also provide approved material-handling equipment which shall be available during fire fighting operations for moving wood chips, logged material, compost and raw product produced from yard waste and wood fines.

- Contractor shall provide fully charged fire extinguishers with a 20A:120B:C rating that will be properly mounted in accessible and visible locations every 150 feet around the perimeter of the site. "No Smoking" signs shall be placed concurrently with the extinguishers.
- Contractor must comply with the following measures and limitations to reduce the threat of fire on the site:
 - Contractor must establish and maintain a perimeter firebreak of at least 50' wide to separate native vegetation from flammable debris and processed products located on the site.
 - Processed material shall be stored for no longer than five days. Material may be stored for longer than five days provided piles are monitored for hotspots by inspecting for vents, smoke, or burnt smell; and by taking the temperature of the interior of processed piles and the temperature does not exceed 50°C (122°F) and no evidence of hotspots as defined above, exist.
 - Contractor shall monitor piles for hotspots by inspecting for vents, smoke or burnt smell and by measuring the temperature of the interior of piles to ensure they do not exceed 50°C (122°F). Contractor shall immediately contact FIRE if any of these conditions occur and shall be required to take corrective measures to remediate the fire threat.
 - The perimeter firebreak and all alleyways must be graded to bare mineral soil or other non-fire conducting surface to preventing creeping ground fire between piles/windrows and the adjoining natural vegetation.
 - The area immediately underneath the power line that crosses the site shall not have piled or windrowed material stored underneath its entire span. A clear 30' wide alleyway must be maintained under the power lines to separate windrows or piles that may be located on either side of the power line corridor.
 - Ground or chipped materials may not be stored on the site and must be removed within 5 days to minimize the risk of spontaneous combustion unless the exception conditions as stated in Section 3.3.4.3 are verified.
 - Commercial grade logs may be stacked for temporary storage in log decks with their boles aligned longitudinally in stable configuration to prevent logs from rolling off or out of the deck.
 - Welding is prohibited on the site unless Contractor obtains a welding permit from Fire.

4.1.2 Traffic Control

- Contractor must provide a Traffic Control Plan for the site that is approved both by FIRE and RCWMD prior to commencing operations.

4.2 INSPECTION

In addition, FIRE will assist the RCWMD in enforcing other provisions of the Contract by doing the following:

- Monitor volume of incoming material and contact Contractor as necessary to coordinate processing of material to manageable levels.
- Perform monthly reviews of Contractor's Activity Report for material coming into the site and products and destination of material leaving the site to ensure no unapproved disposal or utilization is occurring (i.e. taken to a landfill without approval, storing materials off-site that will contribute to the fire or environmental hazards elsewhere).
- Monitor National Pollution Discharge Elimination System (NPDES) as outlined in the Idyllwild Grinding Facility Contract.
- Monitor dust control measures as outlined in the Idyllwild Grinding Facility Contract.
- Monitor Storage of hazardous materials (oils, coolants, fuel, contaminated soil, etc.)
- Perform monthly facility inspections and provide copies of monthly facility inspections to RCWMD.
- Provide Emergency Contact for RCWMD and USFS Personnel.
- Verify sufficient sanitary facilities are in place on-site for use by the Contractor, RCWMD personnel and the public.
- Review and respond to Riverside County Environmental Health/Local Enforcement Agency (LEA) inspection reports in cooperation with RCWMD and USFS.
- Serve as Facility Contract Administrator as it relates to fire prevention laws and regulations and the Contract's Site Safety Plan requirements.

5 USFS RESPONSIBILITIES

USFS shall be responsible for the following:

- Issue Special Use Permit for wood waste and or greenwaste processing on an approximate 4-acre property (as shown in Exhibit D – Idyllwild Grinding Facility Site Map) to the awarded Contractor and work cooperatively with RCWMD and FIRE to address any unforeseen concerns about the operation of the facility and explore opportunities to improve the safety and efficiency of the facility.
- Acquire any necessary permits required to use the property for the proposed use.
- Perform monthly fire safety inspections to ensure relevant federal fire safety regulations are being met.
- Assist in resolving any unforeseen issues with other local, State, and Federal Agencies such as: environmental documentation, compliance or clearances.
- Provide Emergency Contact Information to FIRE and RCWMD.
- Review and respond to LEA inspections. Copies of LEA inspection reports shall be forwarded to FIRE and RCWMD.

6 RCWMD RESPONSIBILITIES

RCWMD shall be responsible for the following:

- Establish hours for public access to Facility.
- Provide labor to man the 35 foot scale house a maximum 8 hours per day, five days per week from December 1st through April 30th and a maximum of six days per week from May 1st through November 30th.
- Work with FIRE and USFS to develop a temporary closure policy for FACILITY during adverse weather or unsafe site conditions due to snow, heavy rain, fire activity or other conditions.
- Provide and maintain automated 35-foot scale.
- Maintain the tonnage record and provide this information to the Contractor and FIRE monthly.
- Provide support to FIRE, USFS and other necessary agencies in Rectifying Contract Violations.
- Design and provide Site Activity Report forms to be filled out by Contractor.
- Perform topographic survey prior to Contractor's first day of facility operation.
- Prepare grading plan for possible facility site expansion, if agreed to by USFS and FIRE.

- Review monthly the Contractor's Site Activity Reports for outgoing material/product tonnage volumes and destinations of material/product leaving the facility to ensure no disapproved disposal or utilization is occurring (i.e. transported to a landfill for disposal without approval, storing materials off-site where it can contribute to fire or environmental hazards elsewhere).
- Provide Emergency Contact Information to FIRE and USFS.
- Verify the processed material is being disposed of properly, as accepted by the RCWMD.
- Serve as facility Contract Administrator except for administering the enforcement of fire prevention laws and regulations and the Contract's Site Safety Plan requirements.

7 WORK PRODUCT

All work papers prepared in connection with the contractual services will remain the property of the successful bidder, however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

8 TIMELINE

RELEASE OF REQUEST FOR PROPOSAL	March 17, 2011
NON-MANDATORY BIDDERS MEETING (Meeting will be held at Grinding Facility, located on Highway 243, 1 mile south of Saunders Meadows Road).	March 24, 2011
DEADLINE FOR SUBMISSION OF QUESTIONS Email: cgross@co.riverside.ca.us	Must be in the form of an Email or Fax by the close of business 5:00 PM on: March 28, 2011
DEADLINE FOR PROPOSALS	March 31, 2011, no later than 1:30 PM
TENTATIVE DATE FOR AWARDED RFP Approximately 30 days after the RFP closes.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at: www.Purchasing.ca.riverside.ca.us

Inquiries: All inquiries must be submitted on or before the last day for questions. Please refer to 8.0 Timeline for the particular date. Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP bid number, to the attention of Clifford Goss, Buyer I.

9 PERIOD OF PERFORMANCE

The initial contract will be for a three year term, renewable in yearly increments up to five years beyond term of original contract if acceptable to all parties.

10 PROPOSAL SUBMITTAL

All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal." The submitted proposal shall be prepared in a bound notebook(s).

Minimum Notebook requirement:

- One (1) original and three (3) additional copies, each in a 3 ring binder for ease of opening by evaluators.
- Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder).
- Include one (1) (Microsoft Word or PDF document formatted on a virus free CD or flash drive) within the original binder.
- Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed envelope and marked "Confidential.").
- **Faxed or emailed proposals will not be accepted.**

ALL BIDS MUST BE SENT TO:

County of Riverside
Waste Management Department
Attention: (Cliff Goss)
RFP# WMARC-163
14310 Frederick Street
Moreno Valley, CA 92553

11 GENERAL REQUIREMENTS

- All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain a cover page with a certification of intent to meet the requirements specified.
- The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.
- The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.

- Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- Proposals must be typed uniformly on letter size (8 ½" x 11") sheets of white paper, single sided or double sided, each section clearly titled, with tabs A-J, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.
- **Late proposals will not be accepted.** Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other office will be rejected.
- The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

12 REQUIRED FORMAT OF PROPOSALS

Proposals must contain the following sections:

- A. **Proposal Cover Page (Page 7 of the RFP)**
- B. **Table of Contents**
- C. **Corporate/Company/Agency Profile**
- D. **Description of Services**
- E. **Cost Proposal**
- F. **Credentials/Resumes/Certifications/Licenses**
- G. **References**
- H. **Evidence of Insurability/ Business Licenses**
- I. **Financial Information**
- J. **Clarification/Exceptions/Deviations**

12.1 PROPOSAL COVER PAGE

The Proposal Cover Page (page 7 of this RFP) must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result thereof, to be void.

12.2 TABLE OF CONTENTS

This section shall include a comprehensive table of contents that identifies material by sections A –J (in the order list above) and by sequential page numbers.

12.3 CORPORATE PROFILE

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

- Business name and legal business status (i.e., partnership, corporation, etc.);
- Proof of non-profit status, if applicable;
- Company overview of services or activities performed, include:
 - The history of the bidder's firm - include a brief history of the firm.
 - The number of years in business under the present business name, as well as prior business names.
 - Number of years experience providing the proposed, equivalent, or related services.
 - Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart. Organizational chart shall clearly identify all positions that are being proposed to be funded under the project.
 - Company size - number of staff, proposed number of staff to provide services, and participant base.
 - Location of the office from which the work under this contract will be provided and the staff allocation at that office.
- Whether the bidder holds controlling or financial interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated.

12.4 DESCRIPTION OF SERVICES

All proposals must include a detailed description of the services to be rendered, including but not limited to the following:

- A written general understanding to the requirements in the scope of services as detailed in Section 3 including:
 - Provide a work plan or description of how the work will be performed.
 - The planned method/location of the disposition of processed material must be included. Provide a map and description of the disposition method/facility.
 - Give precise detail on your project reporting mechanisms. Include:
 - A complete description of how the interaction between the bidder's company and the County will take place to ensure that the services are performed and to the County's satisfaction, including resolving problems that may be encountered during the project.
 - Describe the bidder's company policies regarding this project to ensure proper compliance and quality assurance.
 - Provide the bidder's company safety regulations, policy and procedures.
 - Provide the bidder's company employee training.
 - Provide the bidder's company background checking procedures and company utilized.

- Describe the bidder's technical capabilities for this service/project.
- Provide a sample invoice.
- Provide a full description of vehicles and equipment utilized for this service. This includes but is not limited to: grinding machines, water trucks, other heavy/light equipment.

12.5 COST PROPOSAL

The compensation described in the RFP shall be complete and full payment to the Contractor for furnishing all materials, labor, tools, equipment and related items necessary to complete the work; and for all obligations imposed upon the Contractor pursuant to the RFP. The contract price shall include full compensation for all costs of any work, materials, and equipment required by the RFP, in the amount per incoming tonnage received as determined by the Contractor and agreed upon by RCWMD. A Cost Proposal Sheet is provided for the Contractor to list their bid price and can be found as Exhibit E. The overhead cost for RCWMD to provide labor to operate the scale house during hours open to the public is listed as a separate bid item and will be added to the Contractor's bid price to determine the facility's gate fee. Depending upon grant funding and material volume, RCWMD's overhead cost may be reduced or eliminated. All potential cost reduction in Bid Item #1 will be at the benefit and savings to the customer and not the Contractor.

An estimated 500 tons of unprocessed material has been received since the previous contract ended and is being stored on-site. An estimated 1,000 tons of unprocessed material is projected to be stored onsite at the start of the contract, which the Contractor will be responsible to process and will be compensated at the agreed upon rate established in Exhibit E.

Certain residents who are assessed disposal fees on their property taxes and who are denied entry into the Idyllwild Transfer Station may be issued a facility use card for up to two tons per calendar year for fire abatement disposal. Since 2003, 40 cards have been issued, equating to 80 tons. The Contractor will not be paid for these tons.

12.6 CREDENTIALS/RESUMES/CERTIFICATIONS/LICENSES

This section shall state the person(s) responsible for administering or providing the services. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification or licenses held if applicable.

Bidder shall specifically provide the following information on all employees to be providing service:

- Description of education;
- General experience;
- Experience or education related to the RFP project;
- Letters of reference if available;
- Any other information, which will assist in evaluating qualifications.

12.7 REFERENCES

All bidder(s) must include present and past performance information with a minimum of three (3) references. Each reference shall include:

- Dates of work performed within the past 24 months.
- Current contact person, company, address, and email and telephone number for each reference

identified.

- Describe recent similar projects that are equivalent to the County's. These experiences must show the qualifications of the bidder's capabilities to complete the County's requirements. Provide a summary of the scope of services performed for these other projects.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

12.8 EVIDENCE OF INSURABILITY/BUSINESS LICENSES

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming USFS and the County of Riverside as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of **current** business license or other applicable licenses.

12.9 FINANCIAL STATEMENT

The bidder must submit financial statements (**balance sheet and income statement**) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. The County does not guarantee that the financials submitted will be kept confidential.

12.10 CLARIFICATION, EXCEPTIONS OR DEVIATIONS

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The following contractual terms are non-negotiable:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products(If applicable)
- Disputes
- Governing Law
- Venue

13 EVALUATION CRITERIA

Proposals may be evaluated based on the criteria listed below, to include but not limited to:

- Cost Per Ton,
- Experience (credential/resume and technical capability),
- Overall responsiveness and general understanding of the RFP requirements, and
- Demonstrated ability/reference and success with similar work to the Scope of Service.

14 EVALUATION PROCESS

All proposals will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Contractor to contact any other County representative may result in disqualification of the Contractor. All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

15 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and will be posted on the Purchasing website at www.purchasing.co.riverside.ca.us. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us.

16 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard contract to be used for this project is attached as Exhibit F – Sample Agreement. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The following contractual (Exhibit F of this RFP) terms are non-negotiable:

- Indemnification (Point 21)
- All insurance terms (Point 22)
- Termination (Point 5)
- Ownership/Use of Contract Materials and Products ((If applicable) Point 6))
- Disputes (Point 11)
- Governing Law (Point 23.11)

17 CANCELLATION OF PROCUREMENT PROCESS

The County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon

completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

18 CONFIDENTIALITY AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

19 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
*New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
*Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

* Note:

- ❖ Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- ❖ Friday following Thanksgiving Day.
- ❖ December 24 and 31 when they fall on Monday.
- ❖ December 26 and January 2, when they fall on Friday.
- ❖ Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

EXHIBIT A

IDYLLWILD GRINDING FACILITY VICINITY MAP

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Idyllwild Grinding Facility Location Map

To Banning
15 miles

Idyllwild

Saunders
Meadows Rd.

Idyllwild Road

Idyllwild
Grinding
Facility

Legend

Paved Access Roads ———

Mountain Center

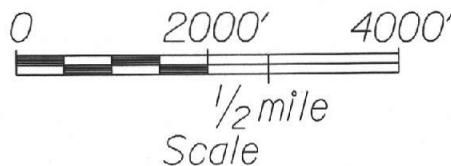
To Hemet
14 miles

74

243

74

To Highway 371
15 miles



Riverside County
Waste Management Department

Idyllwild Grinding Facility
Location Map

Exhibit A

File Directory: /sites/Idyllwild Grinder/RFP 2010

Date: June 21, 2010

Pen Table:

Photo Date:

Scale: 1"=2000'

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EXHIBIT B

TONNAGE RECEIVED AT CURRENT GRINDING FACILITY IN 2008 AND 2009

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EXHIBIT B

Tonnage Received at the Current Grinding Operation By Year and Type

Material Type*	Year	
	2009	2008
Logs	301.33	305.83
Slash	2,775.33	1,917.34
Mixed (Logs & Slash)	2,114.81	1,929.30
Chipped Material	7.78	50.03
Pine Needles	1,889.23	1,426.25
Normal Green Waste	427.63	1,450.19
Total	7,516.11	7,078.94

Note: Material types have been defined as loads containing more than 50% of the following types of material:

Logs - Whole tree trunks up to any length or size

Slash - Branches and leaves removed from logs

Mixed - Tree trunks and branches mixed in the same load

Chipped Material - Material that has been ground up prior to entering the site

Pine Needles - Pine needles

Normal Green Waste - Anything green not included in one of the other categories (includes grass and weeds)

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EXHIBIT C
SITE ACTIVITY REPORT

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IDYLLWILD GRINDING FACILITY SITE ACTIVITY REPORT

Day of Week: _____

Date: _____

Location: _____ Idyllwild Grinding Facility

Weather Conditions: _____

Last Date of Processing Material: _____

Contractor Personnel on Site _____

Equipment on Site _____

Processed Pile (Estimated): L: _____ W: _____ H: _____ Processed Pile Temperature (Highest): _____

Unprocessed Pile (Estimated): L: _____ W: _____ H: _____

Photos attached: Yes ___ No ___

YES	NO	Requirement
		Processed material piles or windrows temperature not exceeding 50°C (122°F)
		Water truck or trailer (with tank) contains at least 2,000 gallons
		Fire extinguishers (20A:120B:C rating) fully charged, mounted, and visible every 150'
		Unprocessed material piles or windrows not exceeding 200' long x 100' wide x 12' high
		Processed material piles or windrows not exceeding 15,000 cubic feet or 6' high
		Water storage tank contains at least 10,000 gallons
		Firebreak perimeter separating native vegetation from debris and processed material at least 50'
		Alleyways between piles or windrows drivable and at least 10' wide
		Perimeter firebreak and alleyways graded to bare mineral soil or other non-fire conducting surface
		Area under power lines cleared at least 30'
		Commercial grade logs stacked in decks with boles aligned longitudinally in stable configuration

Destination
Destination
Destination

Outgoing Truck #1: _____ Outgoing Truck #2: _____ Outgoing Truck #3: _____

Outgoing Truck #4: _____ Outgoing Truck #5: _____ Outgoing Truck #6: _____

Outgoing Truck #7: _____ Outgoing Truck #8: _____ Outgoing Truck #9: _____

Site Activity/Other remarks: _____

Contractor: (signature): _____ Contractor Name: _____ Date: _____

Received By (signature): _____ Printed Name: _____ Date: _____

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EXHIBIT D
IDYLLWILD GRINDING FACILITY SITE MAP

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Legend


- Lease Area
- Power Line Safety Zone 30' Alleyway
- Debris Storage Area
- ▨ Potential Vegetation Removal
- ▨ Potential Log Deck Site



NO.	REVISIONS	BY	APPROVED	DATE	DESIGNED BY



 Riverside County
Waste Management Department
 Lisa Kerkamp, General Manager, Civil Engineer
 Scale: 1" = 60'



Idyllwild Grinding Facility
Site Map
 Exhibit D

SCALE: 1" = 60'
 NOISE: _____
 DIRECTORY: _____
 DIRECTORY: Idyllwild_gf_rdr007p
 FILE: Lease Area Site Map.dgn
 SHEET: / OF /

EXHIBIT E
COST PROPOSAL SHEET

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Contractor bids as follows for the Incoming Tonnage Pricing for Idyllwild Grinding Facility located in Idyllwild, Riverside County, California:

Item No.	Item of Work	Unit	Unit Cost
1	RCWMD Cost	\$/ton	\$7.39
2	Contractor Cost	\$/ton	
3	Proposed Disposal Facility(s): a) _____ b) _____ c) _____	N/A	N/A

Notes:

1. RCWMD Cost (Bid Item #1) is the cost to provide direct labor to operate the scale house during hours open to public as well as fuel costs associated with the Idyllwild Grinding Facility. RCWMD will continue to subsidize all other ancillary costs, which consist of, but are not limited to, administrative, maintenance, and equipment.
2. RCWMD plans to apply for grant funding to reduce or eliminate Bid Item #1. All potential cost reduction in Bid Item #1 will be at the benefit and savings to the customer and not the Contractor.
3. Contractor Cost (Bid Item #2) must cover scope of work described in this RFP, which consists of, but not limited to furnishing all materials, equipment, labor and supervision to provide a Grinding Facility for the processing of debris generated by the clean up, removal of brush and trees in the Idyllwild area. The planned disposition method/location of material shall be identified by the Contractor. Any method/location used must be accepted by the RCWMD in advance and in writing.
4. Contractor will be compensated by RCWMD based on the Contractor Cost (Bid Item #2). Full payment will only be made for incoming tonnage to the Idyllwild Grinding Facility that has been processed and properly disposed to an appropriate and approved disposal facility. Payment will be issued to the Contractor on a monthly basis.
5. Certain residents who are assessed disposal fees on their property taxes and who are denied entry into the Idyllwild Transfer Station may be issued a facility use card for up to two tons per calendar year for fire abatement disposal. Since 2003, 40 cards have been issued, equating to 80 tons. The contractor will not be paid for these tons.

Name of Contractor: _____

Address: _____

Telephone: _____

Contractor's License No. and Classification: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

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EXHIBIT F
SAMPLE AGREEMENT

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PROFESSIONAL or PERSONAL SERVICE AGREEMENT

for

(INSERT NAME OF PROGRAM)

between

**United States Forest Services, Riverside County Fire Department and Riverside County
Waste Management Department**

and

(INSERT COMPANY NAME)

TABLE OF CONTENTS

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This Agreement, made and entered into this ____ day of _____, 2011, by and between the COUNTY OF RIVERSIDE , on behalf of its Fire Department ("FIRE") and its WASTE MANAGEMENT DEPARTMENT ("RCWMD"), and (INSERT COMPANY NAME), (herein referred to as "CONTRACTOR"), When FIRE and RCWMD are referred together, they shall herein be referred to as "COUNTY". The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of (INSERT # OF PAGES) pages at the prices stated in Exhibit B, Payment Provisions, consisting of (INSERT # OF PAGES) pages, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of (INSERT # OF PAGES) pages.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through (INSERT DATE), with the option to renew for (INSERT # OF RENEWALS YEARS), renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by the COUNTY to CONTRACTOR shall not exceed (INSERT DOLLAR AMOUNT) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, the COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to the COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by the COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside

and Orange County areas (Insert type of item or service) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to the COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and the COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by the COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(INSERT DEPARTMENT NAME AND ADDRESS)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (insert contract ID#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, the COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of the COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, the COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized the COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. The COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 The COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of

this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to the COUNTY and deliver in the manner as directed by the COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to the COUNTY.

5.4 After termination, the COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of the COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by the COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to

inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

8.3 FIRE RESPONSIBILITY

FIRE will enforce applicable fire prevention laws and regulations and the Contract's Site Safety Plan requirements at the Idyllwild Biomass Processing Site. Specifically FIRE shall be responsible to enforce the following:

8.3.1 Site Safety Plan

The FIRE Chief may approve modifications to the Site Safety Plan proposed by Contractor only with the concurrence of RCWMD and USFS. FIRE shall enforce the Site Safety Plan which includes:

8.3.1.1 Fire Suppression

- Thorough cleaning of equipment daily to prevent flammable particle buildup on areas of equipment where high heat is experienced.
- Establishing and maintaining a perimeter firebreak of at least 50 feet in width to separate native vegetation from flammable debris and processed products located on-site.
- A minimum 2,000-gallon water truck or equivalent capacity on a trailer capable of applying water to any fire that may start on and spread throughout the site must be maintained and available at all times.
- Providing additional water storage on-site of at least 10,000 gallons dedicated solely for fire suppression purposes.
- Providing fully charged fire extinguishers with 20A:120B:C rating, properly mounted in accessible and visible locations every 150 feet around the perimeter of the site. "No Smoking" signs shall also be placed concurrently with the extinguishers.
- No smoking within the 4-acre facility boundary.
- Providing approved material-handling equipment, which shall be available during fire fighting operations for moving wood chips,

logged material, compost and raw product produced from yard waste and wood fines.

- Welding will be prohibited on the site unless Contractor obtains a welding permit from FIRE.
- Contractor must comply with the following measures and limitations to reduce the threat of fire on the site:
 - Unprocessed debris (Slash brush, log scraps and needle pines) shall be kept in piles not to exceed 200 feet long by 100 feet wide or otherwise approved by FIRE
 - Processed material shall be kept in piles or windrows not to exceed 15,000 cubic feet in volume and 6 feet high or as otherwise approved by FIRE.
 - Monitoring piles for hotspots by inspecting for vents, smoke or burnt smell and by measuring the temperature of the interior of piles to ensure they are not exceeding 50°C (122°F). If the temperature exceeds this threshold, the Contractor shall turn the processed material pile and re-measure the temperature. If after re-measuring, the pile temperature no longer exceeds the threshold, storage is acceptable and no emergency measures are necessary.
 - Contractor shall immediately contact FIRE if the processed pile temperature exceeds 50°C (122°F) after turning; or if evidence of hotspots, as defined above, exist, and shall be required to take corrective measures to remediate the fire threat as directed by FIRE.
 - Processed material shall be stored for no longer than five days. Material may be stored for longer than five days provided piles are monitored for hotspots by inspecting for vents, smoke, or burnt smell; and by taking the temperature of the interior of processed piles and the temperature does not exceed 50°C (122°F) and no evidence of hotspots as defined above, exist.
 - Drivable alleyways of at least 10' wide must be maintained between piles and windrows to allow access by firefighting equipment.
 - A perimeter firebreak of at least 50' wide must be separating native vegetation from debris and processed material.
 - The area immediately underneath the power line that crosses the site shall not have piled or windrowed material stored underneath its entire span. A clear 30' wide alleyway must be maintained under the power lines to separate windrows or piles that may be located on either side of the power line corridor.
 - The perimeter firebreak and all alleyways must be graded to bare mineral soil or other non-fire conducting surface to prevent creeping ground fire between piles/windrows and the adjoining natural vegetation.
 - Commercial grade logs may be stacked for temporary storage in log decks with their boles aligned longitudinally in stable configuration to prevent logs from rolling off or out of the deck.

8.3.1.2 Traffic Control

- Contractor must provide a Traffic Control Plan for the site that is approved both by FIRE and RCWMD prior to commencing operations.

8.3.2 Inspection

In addition, FIRE will assist the RCWMD in enforcing other provisions of the Contract by doing the following:

- Monitor volume of incoming material and contact Contractor as necessary to coordinate processing of material to manageable levels.
- Perform monthly reviews of Contractor's Activity Report for material coming into the site and products and destination of material leaving the site to ensure no unapproved disposal or utilization is occurring (i.e. taken to a landfill without approval, storing materials off-site that will contribute to the fire or environmental hazards elsewhere).
- Monitor National Pollution Discharge Elimination System (NPDES) as outlined in the Idyllwild Grinding Facility Contract.
- Monitor dust control measures as outlined in the Idyllwild Grinding Facility Contract.
- Monitor Storage of hazardous materials (oils, coolants, fuel, contaminated soil, etc.)
- Perform monthly facility inspections and provide copies of monthly facility inspections to RCWMD.
- Provide Emergency Contact for RCWMD and USFS Personnel.
- Verify sufficient sanitary facilities are in place on-site for use by the Contractor, RCWMD personnel and the public.
- Review and respond to Riverside County Environmental Health/Local Enforcement Agency (LEA) inspection reports in cooperation with RCWMD and USFS.
- Serve as Facility Contract Administrator as it relates to fire prevention laws and regulations and the Contract's Site Safety Plan requirements.

8.4 USFS RESPONSIBILITY:

The USFS shall be responsible for the following:

- Issue Special Use Permit for wood waste and or greenwaste processing on the property to the awarded Contractor and work cooperatively with RCWMD and FIRE to address any unforeseen concerns about the operation of the facility and explore opportunities to improve the safety and efficiency of the facility.
- Acquire any necessary permits required to use the property for the proposed use.
- Perform monthly fire safety inspections to ensure relevant federal fire safety regulations are being met.
- Assist in resolving any unforeseen issues with other local, State, and Federal Agencies such as: environmental documentation, compliance or clearances.
- Provide Emergency Contact Information to FIRE and RCWMD.
- Review and respond to LEA inspections. Copies of LEA inspection reports shall be forwarded to FIRE and RCWMD.

8.5 RCWMD RESPONSIBILITY:

RCWMD shall be responsible for the following:

- Establish hours for public access to Facility.
- Provide labor to man the 35 foot scale house a maximum 8 hours per day, five days per week from December 1st through April 30th and a maximum of six days per week from May 1st through November 30th.
- Work with FIRE and USFS to develop a temporary closure policy for FACILITY during adverse weather or unsafe site conditions due to snow, heavy rain, fire activity or other conditions.
- Provide and maintain automated 35-foot scale.
- Maintain the tonnage record and provide this information to the Contractor and FIRE monthly.
- Provide support to FIRE, USFS and other necessary agencies in Rectifying Contract Violations.
- Design and provide Site Activity Report forms to be filled out by Contractor.
- Perform topographic survey prior to Contractor's first day of facility operation.
- Prepare grading plan for possible facility site expansion, if agreed to by USFS and FIRE.
- Review monthly the Contractor's daily report of incoming materials, products leaving the site (tallied by product type and corresponding volume or tonnage) and destinations of products/materials leaving the facility to ensure no disapproved disposal or utilization is occurring (i.e. transported to a landfill for disposal without approval, storing materials off-site where it can contribute to fire or environmental hazards elsewhere).
- Provide Emergency Contact Information to FIRE and USFS.
- Serve as facility Contract Administrator except for administering the enforcement of fire prevention laws and regulations and the Contract's Site Safety Plan requirements.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which the COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and the COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to

this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by the COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
(INSERT DEPARTMENT NAME)
(INSERT ADDRESS)

CONTRACTOR
(INSERT CONTRACTOR NAME)
(INSERT ADDRESS)

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies

charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of the COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to the COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.3 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to the COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to the COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for the COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained,

at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the COUNTY, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit if such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all directors, officers, employees, appointed officials, agents or representatives as Additional Insureds.

22.4 Environmental Impairment Insurance

Contractor shall maintain Environmental Impairment Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

22.5 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

22.6 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

h) Contractor agrees to notify the COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by the COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing the COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by the COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to the COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to the COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY OF RIVERSIDE:
(INSERT DEPARTMENT NAME)
(INSERT ADDRESS)

CONTRACTOR:
(INSERT CONTRACTOR NAME)
(INSERT ADDRESS)

Signature: _____ Signature: _____

Print Name: (YOUR NAME HERE) Print Name: (YOUR NAME HERE)

Title: (INSERT TITLE) Title: (INSERT TITLE)

Dated: _____ Dated: _____

(Insert)
EXHIBIT A
SCOPE OF SERVICE
(INSERT SCOPE OF SERVICE)

EXHIBIT B
PAYMENT PROVISIONS
(INSERT PAYMENT SCHEDULE)

Exhibit 2 – Contractor’s Proposal, dated March 30, 2011

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Proposal Cover Page

BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are required to register (if not already registered) on the County of Riverside Purchasing website:

WWW.PURCHASING.CO.RIVERSIDE.CA.US

The Riverside County Waste Management Department (RCWMD) is soliciting proposals from qualified organizations to provide for the equipment, staffing, and operation of a facility at the Old Idyllwild Dump site for the processing of debris from fire abatement which may include logs, brush, trees, pine needles and/or residential greenwaste.

Services as detailed in Appendix A.

There will be a (Non-Mandatory) bidders meeting to be held on:

Date: March 24, 2011
Time: 10:00 AM

Location:
Grinding Facility, located on Highway 243, 1 mile south of Saunders Meadows Road

BID CLOSING DATE: March 31, 2011 no later than 1:30 pm.

NO FAXED PROPOSALS WILL BE ACCEPTED
After close of this RFP, the award may be announced within 14 - 30 days.

If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company Name: MTS&L, Inc.

Street Address:

Mailing Address: PO Box 376

City: Mountain Center State: CA Zip: 92561

Remit to Address: PO Box 6673

City: Brookings State: OR Zip: 97415

Phone # (707) 954-7111

FAX # (951) 659-5714

Vendor Website:

Name: Doug McKellar Title: President

Signature: *Doug McKellar* Date: 3/28/2011 Email: mtsinc@yahoo.com

Please Check Disabled Veteran or Local Business - if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFP will be credited to that location in Riverside County. Form 116-260 must be completed and submitted with the Bidder's proposal.

11 MAR 30 PM 3:38

WASTE MANAGEMENT
COUNTY OF RIVERSIDE

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C. CORPORATE PROFILE

MTS & L, Inc. is a corporation that has extensive experience in road maintenance and tree and brush removal and specializes in challenging work including non-accessible, steep terrain, archaeology sites, riparian zones, streams, and endangered plant and animal areas. We focus on communicating with property owners to ensure a project is completed without complaints.

Name of Officer	Position Held
Doug McKellar	Chief Executive Officer
Elisabeth Holway	Secretary
Wanda Carlile	Chief Financial Officer
Robert McKellar	Chief Maintenance Officer

MTS & L, Inc. currently has three employees that will be sufficient for initial start up; other employees will be hired as needed. The office for which the work under this contract will be provided is at 28990 Bonita Vista Road in Mountain Center, CA. Currently working out of that office is Elisabeth Holway and I.

MTS & L, Inc has no controlling or financial interests in any other organization and is not controlled or owned by any other person or organization.

D. DESCRIPTION OF SERVICES

MTS&L, Inc. will pre-stack all wood waste with a CAT 315 excavator. When there is between 100 and 500 tons of wood waste to be ground, MTS&L, Inc. will bring in a 2400 Peterson grinder to grind the woody material. Once wood waste has been transformed into chips it will then be loaded into a walking floor trailer and hauled to an approved destination, with Colmac Energy being our preferred disposition facility, and local, southern California nurseries serving as secondary disposition facilities.

MTS&L, Inc. will keep the lines of communication open with the County, taking advantage of on-site County representatives, when available, to answer any questions to ensure the County's satisfaction on this project.

MTS&L, Inc. plans to sit down with employees and go over the contract, answering any employee questions to assure the employees understand the quality assurance expected.

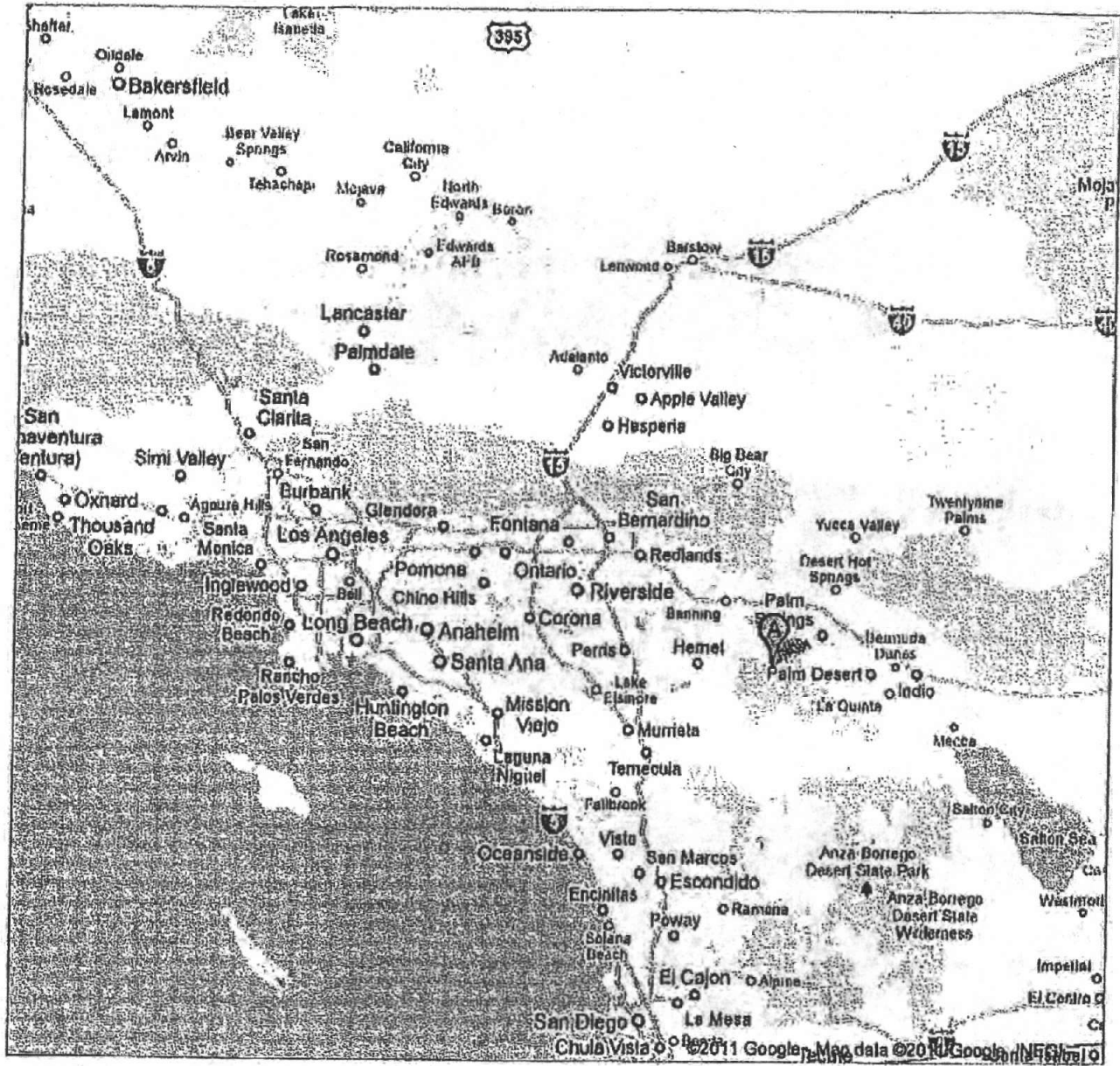
MTS&L, Inc. follows OSHA safety guidelines. In addition every employee attends an 8-hour fire safety, CPR, and first aid class annually. MTS&L, Inc. has drug and alcohol testing done to ensure a drug and alcohol free workplace.

Potential employees are screened for experience. Any employee not capable of performing their designated job sufficiently will be trained by an experienced person, who has at least five years of experience. In addition MTS&L, Inc. encourages employees to attend workshops to further their knowledge in their line of work.

MTS&L, Inc. has the necessary personnel, equipment, and experience to complete this project.



COLMAC ENERGY
MECCA, CALIFORNIA



SOUTHERN CALIFORNIA REGION
 LOCATION OF POTENTIAL NURSERIES FOR MATERIAL DISPOSITION

McKellar Tree and Landscaping Service

aka MTS&L, Inc

P. O. Box 376

Mountain Center, CA 92561

Partial Billing Invoice

Bill To

Contract Number	Date	Invoice #

Description	# Acre	Amount
SAMPLE		

EIN#20-3949224

Partial Balance Due

The following equipment is owned by MTS & L, Inc. and may be utilized for this project.

Equipment List

Item #	Description	Make	Year - Model #
1	300 gallon water wagon		
2	Excavator (Masticator) Advanced Forest Products 360 Degree Piling Grapple	CAT	2004 - 315CL
3	Roll Off Truck <i>Attachments:</i> Short Log Trailer 2500 Gallon Water Skid Flatbed Roll Off 50 Yard Roll Off Bin #1 50 Yard Roll Off Bin #2 Part / Tool Conex Log Roll Off Transfer Trailer	Kenworth	1989 - T800
4	Dump Bed	Ford F450	2002
5	Shop Truck	Ford F650	2006
6	Horizontal Grinder	Peterson 2400	1996
7	Tandem Axle Firewood Processor w/ Overhead Shuttle Grapple	Multitek 2025	2008
8	5th Wheel	Kenworth	1990
9	Walking Floor	Trailer	1978
10	Roll Off	Western Star	1995

Contractor bids as follows for the Incoming Tonnage Pricing for Idyllwild Grinding Facility located in Idyllwild, Riverside County, California:

Item No.	Item of Work	Unit	Unit Cost
1	RCWMD Cost	\$/ton	\$7.39
2	Contractor Cost	\$/ton	\$25.50
3	Proposed Disposal Facility(s):	N/A	N/A
	a) <u>Colmac Energy</u>		
	b) <u>Local Nurseries</u>		
	c) <u>Individuals</u>		

Flat rate for duration of contract.

Notes:

1. RCWMD Cost (Bid Item #1) is the cost to provide direct labor to operate the scale house during hours open to public as well as fuel costs associated with the Idyllwild Grinding Facility. RCWMD will continue to subsidize all other ancillary costs, which consist of, but are not limited to, administrative, maintenance, and equipment.
2. RCWMD plans to apply for grant funding to reduce or eliminate Bid Item #1. All potential cost reduction in Bid Item #1 will be at the benefit and savings to the customer and not the Contractor.
3. Contractor Cost (Bid Item #2) must cover scope of work described in this RFP, which consists of, but not limited to furnishing all materials, equipment, labor and supervision to provide a Grinding Facility for the processing of debris generated by the clean up, removal of brush and trees in the Idyllwild area. The planned disposition method/location of material shall be identified by the Contractor. Any method/location used must be accepted by the RCWMD in advance and in writing.
4. Contractor will be compensated by RCWMD based on the Contractor Cost (Bid Item #2). Full payment will only be made for incoming tonnage to the Idyllwild Grinding Facility that has been processed and properly disposed to an appropriate and approved disposal facility. Payment will be issued to the Contractor on a monthly basis.
5. Certain residents who are assessed disposal fees on their property taxes and who are denied entry into the Idyllwild Transfer Station may be issued a facility use card for up to two tons per calendar year for fire abatement disposal. Since 2003, 40 cards have been issued, equating to 80 tons. The contractor will not be paid for these tons.

Name of Contractor: MTS&L, Inc.

Address: PO Box 376 Mountain Center, CA 92561

Telephone: 707-954-7111

Contractor's License No. and Classification: A9922 Timber Operator A License

Duns # 138849505

Signature: *Doug McKellar*

Name: Doug McKellar

Title: President

Dated: 3-28-2011

Contractor bids as follows for the Incoming Tonnage Pricing for Idyllwild Grinding Facility located in Idyllwild, Riverside County, California:

Item No.	Item of Work	Unit	Unit Cost
1	RCWMD Cost	\$/ton	\$7.39
2	Contractor Cost	\$/ton	\$22.50
3	Proposed Disposal Facility(s):		
	a) <u>Colmac Energy</u>	N/A	N/A
	b) <u>Local Nurseries</u>		
c) <u>Individuals</u>			

Contingent upon acceptance of Section J-2.

Notes:

1. RCWMD Cost (Bid Item #1) is the cost to provide direct labor to operate the scale house during hours open to public as well as fuel costs associated with the Idyllwild Grinding Facility. RCWMD will continue to subsidize all other ancillary costs, which consist of, but are not limited to, administrative, maintenance, and equipment.
2. RCWMD plans to apply for grant funding to reduce or eliminate Bid Item #1. All potential cost reduction in Bid Item #1 will be at the benefit and savings to the customer and not the Contractor.
3. Contractor Cost (Bid Item #2) must cover scope of work described in this RFP, which consists of, but not limited to furnishing all materials, equipment, labor and supervision to provide a Grinding Facility for the processing of debris generated by the clean up, removal of brush and trees in the Idyllwild area. The planned disposition method/location of material shall be identified by the Contractor. Any method/location used must be accepted by the RCWMD in advance and in writing.
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Contractor's License No. and Classification: A9922 Timber Operator A License
Duns # 1388-49505

Signature: *Doug McKellar*

Name: Doug McKellar

Title: President

Dated: 3-28-2011

F. CREDENTIALS/RESUMES/CERTIFICATIONS/LICENSES

Project Manager:

Douglas McKellar
CEO
Mediator
14 years related experience

CMO:

Robert McKellar
Equipment maintenance
30 years mechanic experience

Equipment Operator:

Rocky Fithin
Truck Driver/Heavy Equipment Operator
CDL Class A License
30 years heavy equipment operator experience

Labor:

Charlie Johnston
Labor/Equipment Operator
Pre-stack piles and feed grinder
5 years tub grinder experience

All employees have a high school education or equivalent. Rocky and Charlie have worked for MTS&L for the last 2 years finishing up the big projects.

G. REFERENCES

Scott Nelson
Summit Forests, Inc
1257 Siskiyou Blvd.,
PMB #218
Ashland, OR 97520
(541)535-8920

Hal Carey
San Bernardino National Forest
602 S. Tippecanoe Avenue
San Bernardino, CA 92408
909-382-2946

Swanson Group Aviation LLC
H. Carson Johnson
PO Box 1480
Grants Pass, OR 97528
541-494-7600

In October of 2008, MTS&L, Inc. was awarded two projects that consisted of 1000 acres of fuel reduction in the San Bernardino national forest. These projects consisted of some of the most inaccessible, steep terrain in Southern California. There were about 20 landings to stockpile all woody material incorporated from project. All of the landings were inaccessible to walking floor trailers. A roll-off truck was used to shuttle chips to a landing where walking floors were used to haul off 20,000 tons of biomass to Colmac Energy during 2009/2010.

MTS&L, Inc. owns all its equipment outright, and does not have any current contracts for this type of equipment which makes us very interested in this project.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AC

DATE (MM/DD/YYYY)

03/30/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Western Valley Ins Assoc., Inc License #0649647 1090 3rd Street Crescent City, CA 95531 Steven W. Hendricks		707-465-5999 707-465-4600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MCKEL-2
INSURED McKellar Tree & Landscaping Services Inc. DBA MTS&L PO Box 6673 Brookings, OR 97415		INSURER(S) AFFORDING COVERAGE INSURER A: Praetorian Specialty Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37257	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			P0009-109834-00*	01/06/11	01/06/12	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Loggers Broad For			P0009-109834-00	01/06/11	01/06/12	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY						LBF	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

COUNTR1 County of Riverside Cliff Goss 14310 Frederick Street Moreno, CA 92553	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Anita C. Collins</i>
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License Number: **A 9922**


Date of Issuance: **12/08/2009**

License Valid Period:
01/01/2010 - 12/31/2011

STATE OF CALIFORNIA
THE RESOURCES AGENCY
STATE BOARD OF FORESTRY

TIMBER OPERATOR LICENSE

DOUGLAS MCKELLAR
PO BOX 376
MOUNTAIN CENTER, CA 92561



This timber operator license is issued pursuant to the provisions of Article 6, Chapter 8, Division 4 of the Public Resources Code; the regulations of the State Board of Forestry in Article 3, Subchapter 4.1, Chapter 2, Division 2, Title 14 of the Administrative Code; and in response to the licensee's application in the prescribed manner.

This timber operator license does not purport to confer property rights in timber, land, or the products thereof.

CDF STOCK 75401300481

RM461 (10/08)

(SEE REVERSE SIDE)

License Number: **A 9922**


Date of Issuance: **12/08/2009**

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01/01/2010 - 12/31/2011

STATE OF CALIFORNIA
THE RESOURCES AGENCY
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CDF STOCK 75401300491

1 (10/08)

(SEE REVERSE SIDE)

J. CLARIFICATION/EXCEPTIONS/DEVIATIONS

1. License

MTS&L, Inc. has an engineering license, #925161, but would like to use their Timber Operator License, #A9922.

2. Cost Proposal

MTS&L, Inc. has submitted two cost proposal sheets.

One states \$25.50/ton as a flat rate for the duration of the contract.

The second states \$22.50/ton with the following conditions.

- A yearly inflation rate of 1% to be increased Jan 1st of each year.
- A monthly fuel audit and in finding a change of 10% in California state fuel price averages, a correlating change would occur for the next months per ton cost.

Ex:

January 1st Fuel Price 3.30 equates a Jan Starting Price = 22.50/ton

February 1st Fuel Price 3.33 increase of 1% equates a Feb Starting Price = 22.50/ton

March 1st Fuel Price 3.72 increase of 12% equates a March Starting Price = 22.89/ton

