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



3.11 (ID # 6512)

#### **MEETING DATE:**

Tuesday, May 1, 2018

FROM: EMERGENCY MANAGEMENT DEPARTMENT:

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Approve the Service Agreement with Ceres Environmental Services, Inc., dba Environmental and Demolition Services Group, for Disaster-Related Debris Management Services through June 30, 2023. [Districts All]; [\$0]

#### **RECOMMENDED MOTION:** That the Board of Supervisors:

- Approve the Service Agreement with Ceres Environmental Services, Inc., dba Environmental and Demolition Services Group, for Disaster Related-Debris Management Services through June 30, 2023, and authorize the Chairman of the Board to sign the same on behalf of the County; and
- 2. Authorize the CEO of the County, EMD Director, Auditor/Controller, or the County Finance Director to approve additional work beyond the explicit terms of the original Agreement by express written authorization, during an active emergency and/or a duly declared disaster, to be followed up by an amendment to the Agreement to be ratified and approved by the Board of Supervisors.

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#### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Aves:

Jeffries, Tavaglione, Perez and Ashley

Nays:

None

Absent:

Washington

Date:

May 1, 2018

XC:

EMD, Auditor, EO

2 11

Kecia Harper-Ihem

Clerk/of the Board

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

FINANCIAL DATA	Current Fisca	d Year:	Next Fiscal '	Year:	Total Cost:		Ongoing (	Cost
COST	\$	N/A	\$	N/A	\$	N/A	\$	N/A
NET COUNTY COST	\$	N/A	\$	N/A	\$	N/A	\$	N/A
SOURCE OF FUNDS	SOURCE OF FUNDS: N/A Budget Adjustment: No					)		
					For F	iscal Y	<b>'ear:</b> 17/18-2	2/23

C.E.O. RECOMMENDATION: Approve

#### BACKGROUND:

#### **Summary**

The Riverside County Operational Area (an "operational area" is an intermediate level of the state emergency services organization, consisting of the county and all political subdivisions within the county area) is establishing disaster-related debris management service contracts to streamline emergency debris management operations when responding to natural or man-made events utilizing a service provider(s) that is compliant with all federal, state and local laws, codes and ordinances; and whose work performed is reimbursable under the Federal Emergency Management Agency Public Assistance Program.

Disasters such as earthquakes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian.

Riverside County's priority is to secure the community with removal of hazardous debris to allow for security, emergency and other service traffic. In order to mitigate and/or eliminate the hazard, it is in the best interest of the public for Riverside County to enter into a pre-event agreement with a firm(s) to provide debris management services. This Agreement is for the unincorporated areas of Riverside County.

Agreements will be compliant with Title 44 of the Code of Federal Regulations, Section 206.224 and the California Governor's Office of Emergency Services Debris Management Guidance, California Disaster Assistance Act (CDAA) Section 2915, Stafford Act, Sections 403 & 407.

Riverside County's objective is to retain contractual resources (Contractor), but County reserves the right to use their own forces and equipment. The Contractor must have the capacity to manage a major workforce and to cover the expenses associated with a major recovery operation prior to initial payment and between subsequent payments, as well as provide all necessary bonds and insurance. The Contractor must have an established management team, and an established network of resources to provide the necessary equipment and personnel. This includes working in conjunction with an independent debris monitoring service which will validate equipment, loads and materials collected.

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

This is a usage Agreement for disaster-related debris management that will be activated only in the face of or during an emergency or disaster. A not-to-exceed cost cap shall be determined by the County based on the scope of service developed at the time of the incident that activates the Agreement. No compensation will accrue to the Contractor unless and until the Contract is utilized by the County. In the Agreement, no County employee shall have the authority to authorize additional work beyond the explicit terms of the original written Agreement, without the express written authorization of the CEO of the County, EMD Director, Auditor/Controller, or the County Finance Director.

#### **Contract History and Price Reasonableness**

County Purchasing Department released a Request for Proposal (RFP) EMARC-007, soliciting proposals for Disaster Related-Debris Management Services on behalf of the Emergency Management Department. The RFP was sent to eighteen (18) potential bidders and was advertised on the Purchasing web site. Three (3) bid responses were submitted in response to the RFP. One bidder withdrew their proposal from further consideration to this RFP.

The proposals were reviewed by the evaluation team from the Emergency Management Department, Flood Control and Riverside County Department of Waste Resources. Each bid response was evaluated base on the criteria set forth in the RFP: overall responses to the RFP requirements, bidders experience and technical ability, cost & fees, references, credentials, resumes, licenses, certifications and financials.

Based on the overall summation of the proposals submitted, it is the recommendation of the evaluation team to select Ceres Environmental Services, Inc, dba Environmental and Demolition Services Group as the most responsive/responsible bidder for these services.

an Carter, Principal Management Analyst 4/2

Director County Counsel

4/24/2018

4/18/2018

1018 Feresa Summers, Director of Purchasi

#### **SERVICE AGREEMENT**

for

### DISASTER-RELATED DEBRIS MANAGEMENT SERVICES

between

#### **COUNTY OF RIVERSIDE**

And

# CERES ENVIRONMENTAL SERVICES, INC. DBA ENVIRONMENTAL AND DEMOLITION SERVICES GROUP



RFP# EMARC-007

Page 1 of 43

MAY 01 2018 3.11

#### TABLE OF CONTENTS

#### **SECTION HEADING**

- 1. Description of Services
- 2. Period of Performance
- 3. Compensation
- 4. Alteration or Changes to the Agreement
- 5. Termination
- 6. Ownership/Use of Contract Materials and Products
- 7. Conduct of Contractor
- 8. Inspection of Service: Quality Control/Assurance
- 9. Independent Contractor/Employment Eligibility
- 10. Subcontract for Work or Services
- 11. Disputes
- 12. Licensing and Permits
- 13. Omitted
- 14. Non-Discrimination
- 15. Records and Documents
- 16. Confidentiality
- 17. Administration/Contract Liaison
- 18. Notices
- 19. Force Majeure
- 20. EDD Reporting Requirements
- 21. Hold Harmless/Indemnification
- 22. Insurance
- 23. General

Exhibit A-Scope of Service

**Exhibit B- Payment Provisions** 

Exhibit C- Vendor Activation and Standing-Down Notification

This Agreement, made and entered into this \_\_\_\_\_day of \_\_\_\_\_\_, 2018, by and between, CERES ENVIRONMENTAL SERVICES, INC., DBA ENVIRONMENTAL AND DEMOLITION SERVICES GROUP, a corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

#### 1. <u>Description of Services</u>

- 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions and Exhibit C, Vendor Activation and Standing-Down Notification.
- 1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 continues in effect through June 30, 2023, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside COUNTY Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

#### 3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. 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, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and 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 COUNTY, according to FEMA regulations for eligibility. Prepare invoices in duplicate and provide all required supporting documentation as stipulated in Exhibit B, Payment Provisions. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505
Attn: Fiscal Unit

- 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 (EMARC-99030-002-06/23); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- 3.3 No COUNTY employee shall have the authority to authorize additional work beyond the explicit terms or scope of the Agreement, without the express written authorization of the CEO of the County, EMD Director, Auditor/Controller, or the County Finance Director. Any work done based on an employee's representation that he or she has such authority is done at the CONTRACTOR's own risk and shall not be paid for by the COUNTY. Any employee authorizing such additional work does so at their own risk and shall be personally liable for such charges and shall not be defended by the COUNTY in any claim or litigation related thereto.
- 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 COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, 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 is the only authorized COUNTY representatives who may at any time, by written order, alter 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, including authorization by the COUNTY as stipulated in section 3.3, 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. 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 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 that may 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 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 COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- 5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- 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.

- suspended from the System for Award Management (SAM). Any CONTRACTOR or subcontractor under this contract that becomes debarred or suspended during the performance of this contract shall not be paid for any work done while in a debarred or suspended status. Debarment or suspension of a contractor during the term of this contract shall automatically void the remainder of the contract with that CONTRACTOR. CONTRACTOR will be required to notify the COUNTY if the CONTRACTOR is suspended or debarred on the System for Award Management (SAM). [Reference: System for Award Management (SAM) at <a href="https://www.sam.gov">https://www.sam.gov</a> is the Official U.S. Government system which consolidates the Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS)].
- 5.7 The rights and remedies of 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 COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that 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, **including the Debris Monitoring Services contractor or contract**, 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.

RFP# EMARC-007

Page 6 of 43

- 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. <u>Inspection of Service; Quality Control/Assurance</u>

- 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 the CONTRACTOR.

### 9. Independent Contractor/Employment Eligibility

9.1 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 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 COUNTY harmless from any and all claims that may be made against 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 COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

- 9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### 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. The CONTRACTOR agrees to comply with federal requirements in accordance with 2 CFR 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms) and shall require and enforce similar compliance with all sub-contractors.

#### 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 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 session in Riverside COUNTY 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, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. 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, including, at minimum, a California Class A General Engineering Contractor license with (or a list of sub-Contractor(s) with) an ASB (Asbestos) Certification and/or a HAZ (Hazardous Substance Removal) Certification. Copies of all permits, certifications and licenses shall be submitted to the COUNTY as soon as available, during the proposal phase and upon implementation of the contract.

#### 13. Omitted

#### 14. Non-Discrimination/Equal Employment Opportunity

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.), U.S. Executive Order 11426 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60), and all other applicable laws or regulations.

#### 15. Records and Documents

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. Per federal regulations, the CONTRACTOR must retain all project records for a minimum of three years after all agency projects are completed. In lieu of this indefinite storage requirement, the contractor may elect to provide an electronic copy of all records in a bon fide electronic documents management format which provides unalterable copies. This requirement applies to the prime contractor and all sub-contractor's project records. However it is the responsibility of the prime contractor to provide all of the records, both the prime contractor and subcontractor's records. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by 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 particulars assigned to the individual, such as finger or voice print or a photograph.

#### 17. Administration/Contract Liaison

The Emergency Management Department, 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**

EMERGENCY MANAGEMENT DEPARTMENT 4210 RIVERWALK PARKWAY SUITE 300 RIVERSIDE, CA 92505 ATTN: EMD DIRECTOR

#### **CONTRACTOR**

CERES ENVIRONMENTAL SERVICES, INC, DBA ENVIRONMENTAL AND DEMOLITION SERVICES GROUP 3825 85<sup>TH</sup> AVENUE NORTH BROOKLYN PARK, MN 55443 ATTN: DAVID A. PREUS

PURCHASING AND FLEET SERVICES 2980 WASHINGTON STREET RIVERSIDE, CA 92504

ATTN: PURCHASING AGENT

#### 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

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 (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services 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 or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees,

cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

- 21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
- 21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

#### 22. <u>Insurance</u>

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 coverage's 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.

#### A. 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 of Riverside.

#### **B.** Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's

limit of liability shall not be less than \$5,000,000 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.

#### C. Vehicle Liability:

If vehicles or mobile equipment is 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 the COUNTY as Additional Insureds.

### D. Environmental/Pollution Liability Insurance including NODS:

CONTRACTOR shall provide Pollution Liability Coverage which shall not be less than \$5,000,000 per occurrence, per accident. The Policy shall name the COUNTY as additionally insured.

#### E. General Insurance Provisions - All lines:

- 1) 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 Risk Manager. 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.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention 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 Country'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.
- 3) 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, and 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 of Riverside 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 and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance 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.
- 5) 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; 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 and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 8) CONTRACTOR agrees to notify 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.
  - **F. Sub-Contractor Insurance Provisions:** The CONTRACTOR shall require all subcontractors to have the following insurance provisions.

#### 1. Workers' Compensation:

If the SUBCONTRACTOR has employees as defined by the State of California, the subcontractor 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 of Riverside.

#### 2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of subcontractor performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. 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.

#### 3. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then subcontractor 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 the COUNTY as Additional Insureds.

#### 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 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 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 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 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 COUNTY for nonconformance with the terms of the Agreement, or is determined to be unallowable under 2 CFR, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 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 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 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, including the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- 23.10 CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 23.11 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), such as the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- 23.12 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.

23.13 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By:\_

Name: Chuck Washington

Title: Chairperson, Board of Supervisors

Dated:

MAY 0 1 2018

CERES ENVIRONMENTAL SERVICES, INC. DBA ENVIRONMENTAL AND DEMOLITION

SERVICES GROUP; a corporation

Name: Tia Laurie

Title: Director of Administration

Dated: February 27th 2018

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM, Glerk

RFP# EMARC-007

Form #116-310 – Dated: 12-20-2016

## EXHIBIT A SCOPE OF SERVICES

1. Purpose

This Agreement is to provide **disaster-related debris management services** for County of Riverside, California, for the collection, processing and disposal of debris resulting from natural or man-made disasters, including but not limited to earthquakes, fires and floods. This Agreement may be activated for County, State and Federally declared disaster events.

2. Usage Basis Agreement

This Agreement will be on a usage basis for the purpose of having CONTRACTOR immediately available and committed to assisting the Riverside County Operational Area, consisting of unincorporated county areas and collaborating cities, school districts, special districts and tribal governments (hereinafter referred to as COUNTY) in the face of, during or in the aftermath of a major disaster. CONTRACTOR under this Agreement will serve as a general contractor for the purpose of debris collection, processing and disposal operations, and will be able to use its own sub-contractor resources to meet the obligations of this Agreement. CONTRACTOR will work in conjunction with an independent contracted debris monitoring service per State and Federal guidelines. No compensation will accrue to the CONTRACTOR unless and until the Agreement is utilized by the COUNTY.

3. General Requirements to be provided by CONTRACTOR:

- 3.1 A debris management operation as directed by the County Emergency Operation Center, Debris Management Coordination Liaison, or their designee.
- 3.2 The collection and removal of debris from public rights-of-way, streets, roads, and flood control facilities, ditches and other public properties.
- 3.3 The processing of debris including but not limited to screening, sorting, grinding, mulching, and recycling in accordance with all federal, state and local environmental protection agencies and health department regulations.
- 3.4 The disposal of debris.
- 3.5 The establishment and operation of temporary debris storage and reduction (TDSR) sites, if need for TDSR sites is determined by the COUNTY after consultation with Cal OES.
- 3.6 The collection and disposal of yard waste, white goods, e-waste, small motorized equipment, hazardous waste, tires, animal carcasses, propane tanks, petroleum products, and other special waste.
- 3.7 The restoration of TDSR sites.
- 3.8 Performing debris by-product recycling programs.
- 3.9 Hauling non-recycled debris and debris reduction by-products to an authorized disposal facility.
- 3.10 Providing traffic control during debris loading operations on public rights-of-way.
- 3.11 The provision of community relations support during all phases of disaster recovery work as directed by the COUNTY's Debris Management Coordination Liaison.
- 3.12 Validating loads, materials and equipment with contracted debris monitoring services.
- 3.13 Creating, maintaining and updating relevant paperwork for State and Federal reimbursement programs.

- 3.14 Cooperation in providing accurate load tickets to debris monitoring services contractor.
- 3.15 Prepare daily reports, in accordance with CAL OES/FEMA guidelines, to detail the progress of the debris removal services and provide reports to debris monitoring services contractor.

#### 4. Personnel, Equipment and Safety

The CONTRACTOR shall furnish all necessary personnel, material, equipment, labor, supervision, facilities, and services necessary for, or incidental to, the performance of all work as defined in the Scope of Service. The CONTRACTOR will supervise and direct all work, workers and equipment. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, and safety procedures used.

#### 5. Contractual Obligations related to Debris Management Services (pre-event)

The CONTRACTOR shall disclose present and future debris management contractual obligations throughout the term of this Agreement and shall provide reasonable assurance to the COUNTY that such obligations will not preclude the CONTRACTOR potentially performing the required work and meeting its obligation under the Agreement.

The CONTRACTOR shall, to the extent practical, give priority to utilizing resources in the COUNTY of Riverside and the surrounding areas, including but not limited to procuring supplies and equipment, awarding sub-contracts, and employing workers. The CONTRACTOR shall identify sub-Contractor it intends to use on this Agreement and their intended duties in Attachment A.

#### 6. Mobilization and Debris Removal

#### 6.1 Mobilization

Mobilization shall consist of all preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to and from the project sites, installing and maintaining temporary roads and drainage structures needed to access the project sites, the costs of required insurance and all other pre and post construction expenses necessary to perform this work. It shall be duly noted that such expenses are the sole responsibility of the CONTRACTOR.

#### 6.2 Activation of Agreement

When a major disaster occurs or is imminent, the Riverside County Operational Area Emergency Operations Center (OAEOC) will contact the CONTRACTOR to advise it of the intent to request services. The CONTRACTOR will employ and maintain a qualified and accessible Debris Management Coordination Liaison (DMCL) who shall have the full authority to act on behalf of the CONTRACTOR. All communications given to the DMCL in writing by the COUNTY shall be binding. The DMCL shall report to the COUNTY's Debris Management Unit Leader within 24 hours of the Notice to Proceed for each work order directive issued.

The DMCL shall be assigned to the OAEOC to serve as the principal liaison between the COUNTY's Debris Management Unit Leader, Debris Monitoring Service and the CONTRACTOR's Forces. The DMCL must be knowledgeable in all areas of the CONTRACTOR operations and have authority in writing to commit resources of the CONTRACTOR. The DMCL or their designee shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and making arrangements for on-site accommodations. This linkage shall provide immediate contact via cell phone/fax machine, and have Internet capabilities. The DMCL will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. This position will not require a constant presence on-site; however, the DMCL will be required to be physically capable of responding to the COUNTY's Debris Management Unit Leader within one to three hours of notification during the event.

The COUNTY, at its sole discretion, will issue task orders to the CONTRACTOR. All factors will be considered in determining which tasks will be assigned to CONTRACTOR. Debris removal will generally be limited to debris in, upon, or brought to the public streets and roads, rights-of-way, municipal properties and facilities, and other public sites. The CONTRACTOR will be responsible for determining the method and manner of debris collection, processing and lawful disposal operations. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all temporary debris staging and reduction (TDSR) sites.

The CONTRACTOR shall notify the County's Debris Monitoring Unit Leader in the OAEOC at a designated time daily, as identified by the OAEOC Debris Management Unit Leader, of the number of crews that will be working the following day, as well as a preliminary 7-day schedule for the purpose of scheduling COUNTY personnel assigned to work with the CONTRACTOR's crews.

#### 6.3 Classification of Debris

Debris shall be classified as follows:

Vegetative Debris: Vegetative debris includes but is not limited to damaged and disturbed trees; broken, partially broken and severed tree limbs; tree stumps; tree trunks; bushes and shrubs; brush; and other leafy material.

Construction and Demolition (C&D) Debris: C&D debris includes but is not limited to lumber, metal products, sheet rock, non-asbestos roofing and concrete.

Non-C&D Debris: Non C&D debris includes but is not limited to asbestos roofing, carpeting, plastic, glass, rubber products, cloth items and treated wood building materials.

White Goods: White Goods are large household appliances such as refrigerators, freezers, air conditioners, stoves, ovens, washing machines, dryers, water heaters, etc.

Household Hazardous Waste (HHW): HHW is waste with properties that make it potentially harmful to human health or the environment such as but not limited to paint products, pesticides, fertilizers,

and other debris requiring special removal, handling and disposal processing, and known or suspected hazardous material such as asbestos, lead-based paint, and electrical transformers. Coordination of hazardous debris removal is the responsibility of the COUNTY. Known or suspected HHW that mistakenly enters the waste stream shall be placed in an appropriate storage area for proper disposal.

Soil, Mud and Sand: Earthquakes, floods and storm surges often deposit soil, mud, and sand on improved public property and public rights-of way. Facilities commonly impacted by this type of debris may include streets, sidewalks, drainage facilities, culverts and pipes. The CONTRACTOR shall remove storm deposited soil, mud and sand debris from public property and rights-of-way as directed by the COUNTY.

Dead Animals: The CONTRACTOR shall collect, remove, transport and dispose of dead livestock, fowl, large animals, and domestic pets from public rights-of-way and other public properties, as identified by the COUNTY, in accordance with health and regulatory requirements.

Ash: When handling ash, the CONTRACTOR will be required to "wet down" the ash to prevent dust problems.

Chips and Mulch: Chips and mulch are the end products of chipping and grinding clean woody debris. Proper disposal of chips and mulch (non-landfill disposal) is an environmentally sound use of the material.

Other Debris: Other debris includes but is not limited to tires, small motorized equipment, electronic waste, propane tanks, and petroleum products.

Residents will be advised to separate all waste and debris, to the extent practicable, into the above categories. Failure by the residents to perform this separation does not relieve the CONTRACTOR of its curbside separation responsibilities, to the extent practicable.

#### 6.4 Debris Collection and Removal Services

The CONTRACTOR shall provide for the removal of debris from various areas within the COUNTY of Riverside as designated by the COUNTY's Debris Management Unit Leader in the OAEOC. Debris removal shall be limited to COUNTY streets, roads, flood control channels and other rights-of-way, all COUNTY of Riverside municipal property, and other municipal facilities and sites as directed, and may include property debris from private residences that is brought to the edge of the rights-of-way by residents. The CONTRACTOR is responsible for determining the method and manner of all debris removal and will be monitored per State and Federal regulations by the Debris Monitoring Contractor.

The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be compacted during loading and secured during

transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent reduction by-products and other materials from being blown from the bed during hauls to disposal landfills.

The general concept of disaster-related debris removal operations includes multiple scheduled passes of each site, location or rights-of way as directed by the COUNTY. It is the intent that the CONTRACTOR will make as many passes as the COUNTY may direct to complete the removal and lawful disposal of all disaster generated debris. The debris shall be hauled to the TDSR sites or disposal sites as directed by the COUNTY. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval and release from the COUNTY's Debris Monitoring Unit Leader in the OAEOC. The CONTRACTOR shall remove all dirt, mud and debris from the roadways resulting from its operations.

All activities associated with the collection and loading of eligible debris shall be performed during working hours, seven (7) days a week, including holidays, unless otherwise directed by the COUNTY.

The CONTRACTOR shall mitigate the impact of its operation on local traffic to the fullest extent practical. The CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas. The CONTRACTOR shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be performed in conformance with all federal, state and local laws, regulations and ordinances governing personnel, equipment and workplace, as required by the Debris Monitoring CONTRACTOR.

#### 6.5 Debris Removal from Public Rights-of-Way

The CONTRACTOR shall pick-up, remove from public rights-of-way, and haul all eligible debris to the TDSR sites or disposal sites as directed by the COUNTY.

At the time of collection, the CONTRACTOR shall segregate debris at the curb, to the maximum extent possible; according to the categories specified under Classifications of Debris. Unless otherwise directed by the COUNTY, mixed loads (vegetation mixed with C&D, for example) are prohibited. Vegetation or C&D mixed with minimal quantities of another type of debris will be classified by the predominant type of debris.

Clean, woody debris and other natural material that can be chipped, mulched, and disposed of in some other similar manner shall be handled separately from other debris. The CONTRACTOR, with the approval of the COUNTY, shall determine the method of vegetative debris reduction.

The CONTRACTOR should expect to encounter white goods, such as household appliances. The CONTRACTOR shall pick up and remove all white goods from public rights-of way and shall dispose of white goods in accordance with applicable federal, state and local laws. Any white goods that may contain Freon, such as refrigerators, freezers or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance with applicable regulatory requirements. No additional payment will be

made for handling of white goods, as this cost shall be included in the cost price for white goods removal and disposal.

#### 6.6 Removal of Obstructions from Drainage Canals and Roadside Ditches

The CONTRACTOR shall be responsible for the removal of obstructions from the COUNTY's natural drainage courses, flood control facilities and channels, rights-of-way and roadside ditches. These obstructions include but are not limited to tree limbs, tree trunks, stumps, C&D, Non-C&D, and soil, mud and sand. Long reach equipment may be required to remove debris from the drainage channels. Care should be taken so as not to damage the infrastructure of the channels or ditches.

#### 6.7 Removal of Hazardous Trees and Hanging Limbs from COUNTY Rights-of Way and Public Properties

If directed by the COUNTY's Debris Monitoring Unit Leader in the OAEOC, the CONTRACTOR shall team with debris monitoring services to remove hazardous trees six (6) inches in diameter and/or hanging limbs two (2) inches or greater. The CONTRACTOR is cautioned that ingress and egress is the sole responsibility of the CONTRACTOR and many sites may be accessible for climbers only and removal of tree debris may be possible by manual labor only. All hazardous trees to be removed shall be cut flush at the lowest possible height above the ground. All measurements of flush cuts are subject to inspection and approval by the COUNTY, Cities, Schools and Special District. Payment shall be per size of the tree, per FEMA guidelines. The line item costs are all inclusive and shall compensate the CONTRACTOR for the cost to flush out, remove, load, transport and dispose of the hazardous trees.

#### 6.8 Hazardous Stump Removal

The CONTRACTOR is responsible for extraction of eligible partially uprooted hazardous stumps as directed by the COUNTY. The CONTRACTOR shall work with the debris monitoring services contractor to remove and haul partially uprooted tree stumps. Each stump shall be inspected by the COUNTY representative and the CONTRACTOR and documented as to the appropriate category of size. In addition, stumps are to be properly identified, certified and documented, per FEMA guidance, by COUNTY or its representative. Prior to the removal of hazardous stumps, the CONTRACTOR shall notify any required local utilities in accordance with each agency's required pre-notification time schedule for pre-marking of utilities in the work area.

Stump holes shall be backfilled with clean native topsoil to match the existing grade. Note that stump holes include all cavities associated with the stump extraction. The CONTRACTOR may be required to grind some stumps if large equipment cannot access the work area. Any damage to sidewalks, driveways, walkways or other public or private property caused by the CONTRACTOR's removal or grinding of stumps shall be repaired by the CONTRACTOR.

Payment for stump removal will be per size of stump, per FEMA Guidelines. The line item cost is all inclusive and shall compensate the CONTRACTOR for the cost to extract, grind, and backfill all holes associated with the stump extraction, as well as load, transport and dispose of stump.

Tree stumps with base cut measurements equal to or less than twenty-four (24) inches in diameter will be disposed of with the same methods used for other vegetative debris. Stumps larger than twenty-four (24) inches in diameter will be disposed of by splitting, chipping or grinding. The method of reduction and disposal will be at the discretion of the CONTRACTOR subject to COUNTY approval. Grinding in place may require documentation and pre-approval of regulatory authorities. Coordination of any potential grinding will be done by the COUNTY.

#### 6.9 Debris Removal from Private Property

The CONTRACTOR shall remove debris from private property under extenuating circumstances, as directed by the COUNTY. A sample right-of-entry agreement form will be provided by the COUNTY.

#### 6.10 Load Tickets

In conjunction with the debris monitoring contractor, load tickets will be used for recording volumes of debris removal. The CONTRACTOR shall provide an automated debris management ticketing and accounting process for debris management projects. Each ticket will be a five-part carbon copy ticket, and or electronic duplicates which shall contain the following information:

- 1. Ticket Number
- 2. CONTRACTOR's Name
- 3. Crew Number
- 4. Truck Number
- 5. Date
- 6. Debris Removal (Pickup) Location
- 7. Debris Removal (Pickup) Location Departure Time
- 8. TDSR or Disposal Site Location
- 9. TDSR or Disposal Arrival Time
- 10. Debris Classification
- 11. Debris Quantity
- 12. Signed by a COUNTY representative

Debris quantity and load tickets will be determined by contracted debris monitoring personnel or the COUNTY at the TDSR and/or disposal site. Based on predetermined truck bed measurements, trucks with less than full capacity will be adjusted downward by visual inspections. Truck bed measurements will not be adjusted upward. Load tickets will be issued by contracted debris monitoring personnel or the COUNTY and issued to vehicle operators upon completion of collection at the collection site. Five copies of load tickets will be issued to the COUNTY (1) and CONTRACTOR (4) to remain with CONTRACTOR's records and TDSR or disposal sites.

#### 6.11 Debris Removal Equipment Certification

All trucks and other equipment must be in compliance with all applicable federal, state and local rules and regulations. Debris monitoring services will frequently certify CONTRACTOR trucks and equipment. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a rigid tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity (i.e. the tailgate must be able to hold a compressed load); and be measured and marked for its load capacity. All vehicles shall comply with California regulations and licensing requirements, and with applicable local ordinances governing weight and size for the streets that must be traveled.

Sideboards or other extensions to the bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions.

Prior to commencing debris removal operations, the CONTRACTOR shall present all trucks or trailers that will be used for hauling debris for the purpose of determining hauling capacity to COUNTY and/or debris monitoring representatives. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity will be rounded down to the nearest half cubic yard and will be recorded and marked on both sides of each truck or trailer on a white placard with black permanent markings. The CONTRACTOR is responsible for supplying the placards. The placard should clearly display the CONTRACTOR's company name. Each truck or trailer will also be numbered for identification with a permanent marking. Trucks or equipment which is designated for use under this Agreement shall not be used for any other work during the working hours of this Agreement. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Agreement. Under no circumstances will the CONTRACTOR mix debris hauled for others with debris hauled under this Agreement.

#### 6.12 Debris Removal Reports

The CONTRACTOR shall prepare daily reports, in accordance with CAL OES/FEMA guidelines, to detail the progress of the debris removal services to the COUNTY. Each report shall contain, at a minimum, the following information:

- 1. Reporting date
- 2. Location of work (street names and address blocks)
- 3. CONTRACTOR's or subcontractor name performing work at each location
- 4. Number of passes performed at each location
- 5. Daily and cumulative totals of debris removed, by category
- 6. Itemized Load Ticket Information
- 7. Any problems encountered or anticipated

Discrepancies between the daily report and the corresponding load tickets shall be reconciled with the Debris Management Coordination Liaison.

#### 6.13 Damages

The CONTRACTOR shall repair all roadways, sidewalks, utilities, fences, driveways, roofs, drainage structures and other features which are damaged by CONTRACTOR operations, including same damages to adjacent public and private properties. This will include the re-sloping of damaged surfaces to original grade and filling of all ruts caused by equipment and trucks. The CONTRACTOR shall respond to damage claims within seven (7) calendar days upon receipt of the same by the homeowner or the COUNTY Debris Management Unit Leader, and shall settle valid claims within thirty (30) calendar days. Jurisprudence shall have final authority over damage assessment and dispute resolution.

The CONTRACTOR shall provide the COUNTY's Debris Management Unit Leader a weekly spreadsheet listing the name, address and telephone number of all residents claiming damage, a summary of the claims, and a status report of the resolutions.

#### 7. Debris Processing and Disposal

#### 7.1 Temporary Debris Storage and Reduction (TDSR) Sites

The COUNTY will identify temporary debris storage and reduction (TDSR) sites for the temporary staging and reduction of vegetative and woody-debris. In conjunction with contracted debris monitoring services, the CONTRACTOR will operate the TDSR sites. CONTRACTOR, debris monitoring representatives, and others specifically authorized by the COUNTY will be allowed to use the sites. The COUNTY may also establish designated homeowner drop off sites. The CONTRACTOR will be responsible for removing all debris from those sites daily. The CONTRACTOR shall use only TDSR sites designated by the COUNTY.

In tandem with debris monitoring representatives, the TDSR site foreman, appointed by the CONTRACTOR, shall direct all dumping operations, and shall coordinate removal of debris and reduction of by-products to the COUNTY authorized landfill locations for subsequent disposal or to recycling processors selected by the CONTRACTOR and approved by the COUNTY.

The CONTRACTOR shall provide all management, supervision, labor, machines, tools and equipment necessary to accept, process, and dispose of disaster related debris. The CONTRACTOR may be asked to pay for all water and electrical services at the sites. The CONTRACTOR may be asked to provide all necessary connections for such services. The debris to be processed consists primarily of vegetative debris; however, the CONTRACTOR and/or the COUNTY may choose to process other types of debris as well. The CONTRACTOR shall be required to segregate the debris into various categories.

The CONTRACTOR shall coordinate with the COUNTY to obtain the necessary permits to perform all site activities. The disposal cost for the processed material, all by-products and waste materials shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall be responsible for sorting and stockpiling of debris at the site. Vegetative waste and wood chips shall be stockpiled in a manner that will prevent combustion, wind drift and run-off into streets, the storm drainage system, and adjacent properties.

All equipment must be in compliance with all applicable federal, state and local rules and regulations. All equipment and operator qualifications must meet all federal, state and local safety and health requirements. The CONTRACTOR, using applicable forms, will inspect equipment prior to its use. The completed forms will be provided to the COUNTY, if requested.

Prior to commencing debris reduction and disposal operations, the CONTRACTOR shall present to the COUNTY representative a detailed description and operational specifications of all equipment to be used for debris handling, sorting, processing, loading and hauling; stating brand name, model and horsepower. Equipment which is designated for use under this Agreement shall not be used for any other work during the working hours of this Agreement.

The CONTRACTOR shall not solicit work from private citizens or others who are not a party to this Agreement or to a subordinate contract that arises out of this Agreement. Under no circumstances will the CONTRACTOR mix debris hauled or processed for others with debris hauled or processed under this Agreement.

If the CONTRACTOR chooses to use chipping and/or grinding as a method of debris reduction, it is the CONTRACTOR's responsibility to dispose of the chips or mulch in compliance with all federal, state and local rules and regulations at no additional cost to the COUNTY and District. Beneficial reuse of the chips is strongly encouraged.

#### 7.2 TDSR Site Operational Plan and Requirements

The CONTRACTOR will provide a site operations plan for review by the COUNTY and debris monitoring CONTRACTOR prior to beginning work. CONTRACTOR plan will address the following:

- 1. Access to the site
- 2. Traffic control procedures
- 3. Site management, to include point-of-contact, organizational chart, etc.
- 4. Site security
- 5. Site safety
- 6. Site layout/segregation plan
- 7. Hazardous waste materials plan
- 8. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, storm water runoff, archeology, historic preservation, wetlands and endangered species, as appropriate.

The CONTRACTOR shall be responsible for preparing the site(s) to accept the debris. This preparation shall include clearing, erosion control, grading, construction and maintenance of haul roads and

entrances. The CONTRACTOR shall water all roads to control dust. The CONTRACTOR shall provide utility clearances and sanitation facilities, if needed. The CONTRACTOR shall protect existing structures at the site(s) and repair any damage caused by its operations at no additional cost to the COUNTY.

The CONTRACTOR shall be responsible for installing site security measures and maintaining security for its operations at this site. The CONTRACTOR shall manage the site to minimize the risk of fire.

The CONTRACTOR shall provide an inspection tower at each TDSR site if a site has separate entrances and exits, the CONTRACTOR shall provide a tower at both the entrance and the exit. This tower shall be constructed such that the COUNTY and debris monitoring representatives can see the bed when empty to fully view the entirety of the debris load (at least 10 feet above the existing ground surface) for the purpose of establishing the load volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements. The tower shall be constructed using pressure treated wood. The floor area shall be 8 feet by 8 feet, constructed of 2 inch by 8 inch joists, 16 inch O.C. with 34 inch plywood supported by four 6 feet by 8 feet posts. The perimeter of the floor area shall be protected by a 4-foot-high wall constructed of 2 inch by 4 inch studs and ½ inch plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6 feet, 8 inches of head room below the support beams. Access shall be provided by wooden steps with a hand rail. The tower shall include a writing surface area. The tower must be securely anchored to the ground. The CONTRACTOR may provide a mechanical lift or suitable metal scaffolding to be used in place of the constructed tower. Mechanical lifts are acceptable only on a temporary basis for use while constructing inspection towers. The metal scaffolding is not recommended due to potential threat of lightning. The CONTRACTOR shall remove and dispose of the inspection towers following completion of the debris removal at the direction of the County Debris Management Unit Leader.

The CONTRACTOR shall provide portable restroom facilities at all TDSR sites. The portable restroom facilities must be serviced and maintained in a clean and sanitary condition.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. The CONTRACTOR shall provide all flag persons, signs, equipment and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this Agreement. As a minimum, one flag person shall be posted at each entrance to direct traffic at the site.

The CONTRACTOR is responsible for the proper disposal of all debris, residuals and waste products from the site.

The CONTRACTOR shall receive approval from the COUNTY as to the final acceptance of a site closure.

#### 7.3 Household Hazardous Waste (HHW)

Household Hazardous Waste (HHW) must be handled, stored, processed and disposed of in conformance with all applicable local, state and federal rules and regulations. The CONTRACTOR will set up a lined containment area and separate any household hazardous waste delivered to or stored at a TDSR site.

Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a hazardous materials removal and disposal contractor who will be selected under a separate contract with the COUNTY.

The CONTRACTOR shall establish sufficiently impervious temporary storage areas for HHW, fuel and other materials that may contaminate soils, runoff or groundwater. The CONTRACTOR shall establish sufficiently impervious secondary containment under all tanks in accordance with all federal, state and local rules and regulations. The CONTRACTOR shall establish temporary storage and processing areas for HHW that protects the site from contamination.

#### 7.4 Debris Processing and Disposal Reports

The CONTRACTOR shall prepare daily reports, in accordance with Cal OES/FEMA guidelines, to detail the progress of the debris reduction and disposal services to the COUNTY. Each report shall contain, at a minimum, the following information by site and the total for all sites:

- 1. Reporting date
- 2. Daily and cumulative totals of debris processed, by method
- 3. Daily and cumulative totals of debris disposed of, by location
- 4. Daily and cumulative totals of HHW debris segregated
- 5. Any problems encountered or anticipated

In conjunction with contracted debris monitoring representatives, the CONTRACTOR will be required to assist the COUNTY with the preparation and submittal of Debris Site Management Reports.

#### 8. Additional Required Equipment

The CONTRACTOR shall have available additional equipment for use including, but not limited to, backhoes, bulldozers, etc., as requested by the COUNTY.

#### 9. Training and Pre-Event Workshops

The CONTRACTOR shall conduct annual training and pre-event planning workshops at no cost to the COUNTY. Topics should range from, but not be limited to, mobilization and operational considerations including:

- 1. Temporary debris site selection and evaluation;
- 2. Emergency facility and route designation and priorities;
- 3. Review of debris management plans;
- 4. Environmental and historical structure considerations:
- 5. Local sub-contractor participation (with accompanying training workshops);
- 6. Recovery systems training (i.e. Debris Management System (DIMS));
- 7. GIS assets and systems;
- 8. Billing protocols;
- 9. Technical assistance administration; and
- 10. Other area-specific operational considerations and caveats.

#### 10. Additional Requirements for state or federal funds under this agreement:

- 10.1 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) must be applied to all tiers of subcontractors. Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 10.2 Contractor to perform cost analysis of all change orders that are above and beyond the scope of the project as stated in Exhibit A. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
- 10.3 The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- 10.4. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- 10.5 Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## 11. CITIES, SPECIAL DISTRICTS AND TRIBAL GOVERNMENTS WITHIN THE OPERATIONAL AREA:

Cities	School Districts	Tribal Governments
Banning	Alvord Unified	Aqua Caliente Band of Cahuilla Indians
Beaumont	Banning Unified	Augustine Band of Cahuilla Indians
Blythe	Beaumont Unified	Cabazon Band of Mission Indians
Calimesa	Coachella Valley Unified	Cahuilla Band of Mission Indians of
	·	Cahuilla Reservation
Canyon Lake	Corona-Norco Unified	Morongo Band of Mission Indians
Cathedral City	Desert Center Unified	Pechanga Band of Luiseno Mission
		Indians
Coachella	Desert Sands Unified	Ramona Band of Cahuilla Indians
Corona	Hemet Unified	Santa Rosa Band of Cahuilla Indians
Desert Hot Springs	Jurupa Unified	Soboba Band of Luiseno Indians
Eastvale	Lake Elsinore Unified	Torres-Martinez Desert Cahuilla Indians
Hemet	Menifee Union	Water/Community Service Districts
Indian Wells	Moreno Valley Unified	Coachella Valley Water District
Indio	Murrieta Valley Unified	Desert Water Agency
Jurupa Valley	Nuview Union	Eastern Municipal Water District
Lake Elsinore	Palm Springs Unified	Elsinore Valley Municipal Water District
La Quinta	Palo Verde Unified	Fern Valley Water District
Menifee	Perris Elementary	High Valley Water District
Moreno Valley	Perris Union High	Idyllwild Water District
Murrieta	Riverside Unified	Imperial Irrigation District
Norco	Romoland	Jurupa Valley Community Services
		District
Palm Desert	San Jacinto Unified	Pine Cove Water Agency
Palm Springs	Temecula Valley Unified	Rancho California Water District
Perris	Val Verde Unified	Rubidoux Community Services District
Rancho Mirage	<b>College Districts and Universities</b>	Western Municipal Water District
Riverside	College of the Desert	Other Special Districts
San Jacinto	Mount San Jacinto College	Idyllwild Fire Protection District
Temecula	Riverside Community College District	Cemetery or Service Districts
Wildomar	University of California, Riverside	Others as identified by COUNTY

Page 32 of 43

Form #116-310 – Dated: 12-20-2016

## EXHIBIT B PAYMENT PROVISIONS

#### 1.0 COMPENSATION:

- 1.1 CONTRACTOR understands that this is a usage Agreement between the COUNTY and the CONTRACTOR for Professional Services, Disaster-Related Debris Management Services, as detailed in Exhibit A, Scope of Services. CONTRACTOR agrees to accept the specified compensation as set forth in this Agreement as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum, should the Agreement never be utilized.
- 1.2 In the event that any portion of this scope of service is to be funded by State or Federal funds, the CONTRACTOR will comply with all requirements of the state or federal government applicable to the use of the funds. Payment will only be made for disaster related debris management services that CalOES/FEMA determines eligible, as identified in the FEMA regulations and Public Assistance Program and Policy Guide applicable at the time of the event, unless the COUNTY otherwise agrees in writing.

#### 2.0 PAYMENT SCHEDULE:

- 2.1 Partial payment for services may be allowed at the COUNTY's discretion.
- 2.2 A not-to-exceed cost cap shall be determined by the COUNTY based on the scope of service developed at the time of the incident that activates the Agreement, as this is a stand-by/prepositioned Agreement to be activated on an as-needed basis. The CONTRACTOR exceeds the not-to-exceed cost cap at their own risk.
- 2.3 Any work performed on a time and materials basis shall be pre-approved by the COUNTY. Any documentation of the work performed on a time and materials basis during activation of this Agreement shall include FEMA Equipment Rate Sheet 4 digit code for reference.
- 2.4 To the extent that the COUNTY requests the CONTRACTOR's assistance, the following unit costs shall apply to specific services. The fees for these services shall be provided on a unit cost basis only. The unit costs are fully burdened to include overhead, profit, insurance and travel expenses.

Task Description	<b>Unit Measure</b>	Price
1. Emergency Road Clearance Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the clearing of eligible debris from ROW and critical County-owned infrastructure. An emergency road clearance crew consists of a rubber-tired piece of equipment, 2 saw men, and a foreman. Previously limited to 70 hours unless extended by County.	Hourly, per crew	\$322.00
2. ROW Vegetative Debris Removal (Collect & Haul)	Per Cubic Yard	Cost
Work consists of all labor, equipment, fuel, traffic control and associated costs necess transportation of eligible vegetative debris on the ROW and County-owned property to management site (DMS) or other designated disposal facility.	ary for the collection and o an approved debris	
A. 0-15 miles to designated debris management site		\$ 12.43
B. 15-30 miles to designated debris management site		\$ 13.54
C. 30-45 miles to designated debris management site		\$ 14.66
D. 45-60 miles to designated debris management site		\$ 15.78
E. 60-90 miles to designated debris management site		\$ 16.90
3. ROW C&D Debris Removal (Collect & Haul)	Per Cubic Yard	Cost
Work consists of all labor, equipment, fuel, traffic control and associated costs necessar		Cost
transportation of eligible C&D debris on the ROW and County-owned property to an ap	proved disposal facility.	
		0.10.05
A. 0-15 miles to designated debris management site		\$ 13.95
B. 15-30 miles to designated debris management site		\$ 15.71
C. 30-45 miles to designated debris management site		\$ 17.80
D. 45-60 miles to designated debris management site  E. 60-90 miles to designated debris management site		\$ 18.20
E. 60-90 miles to designated debris management site		\$ 18.96
4. Private Property Vegetative Debris Removal	Per Cubic Yard	Cost
4. Private Property Vegetative Debris Removal  Work consists of all labor, equipment, fuel, traffic control and associated costs necessar transportation of eligible vegetative debris on private property to an approved DMS or of facility. Only activated if authorized by FEMA.	y for the collection and	Cost
Work consists of all labor, equipment, fuel, traffic control and associated costs necessar transportation of eligible vegetative debris on private property to an approved DMS or control and associated costs necessar.	y for the collection and	<b>Cost</b> \$ 13.65
Work consists of all labor, equipment, fuel, traffic control and associated costs necessary transportation of eligible vegetative debris on private property to an approved DMS or of facility. Only activated if authorized by FEMA.  A. 0-15 miles to designated debris management site	y for the collection and	
Work consists of all labor, equipment, fuel, traffic control and associated costs necessary transportation of eligible vegetative debris on private property to an approved DMS or of facility. Only activated if authorized by FEMA.  A. 0-15 miles to designated debris management site  B. 15-30 miles to designated debris management site	y for the collection and	\$ 13.65 \$ 14.77
Work consists of all labor, equipment, fuel, traffic control and associated costs necessary transportation of eligible vegetative debris on private property to an approved DMS or of facility. Only activated if authorized by FEMA.  A. 0-15 miles to designated debris management site  B. 15-30 miles to designated debris management site  C. 30-45 miles to designated debris management site	y for the collection and	\$ 13.65 \$ 14.77 \$ 15.89
Work consists of all labor, equipment, fuel, traffic control and associated costs necessary transportation of eligible vegetative debris on private property to an approved DMS or of facility. Only activated if authorized by FEMA.  A. 0-15 miles to designated debris management site  B. 15-30 miles to designated debris management site  C. 30-45 miles to designated debris management site	y for the collection and	\$ 13.65 \$ 14.77
Work consists of all labor, equipment, fuel, traffic control and associated costs necessar transportation of eligible vegetative debris on private property to an approved DMS or of facility. Only activated if authorized by FEMA.  A. 0-15 miles to designated debris management site  B. 15-30 miles to designated debris management site  C. 30-45 miles to designated debris management site  D. 45-60 miles to designated debris management site  E. 60-90 miles to designated debris management site	y for the collection and ther designated disposal  Per Cubic Yard	\$ 13.65 \$ 14.77 \$ 15.89 \$ 17.00
Work consists of all labor, equipment, fuel, traffic control and associated costs necessar transportation of eligible vegetative debris on private property to an approved DMS or of facility. Only activated if authorized by FEMA.  A. 0-15 miles to designated debris management site  B. 15-30 miles to designated debris management site  C. 30-45 miles to designated debris management site  D. 45-60 miles to designated debris management site  E. 60-90 miles to designated debris management site	y for the collection and ther designated disposal  Per Cubic Yard y for the collection and	\$ 13.65 \$ 14.77 \$ 15.89 \$ 17.00 \$ 18.12
Work consists of all labor, equipment, fuel, traffic control and associated costs necessar transportation of eligible vegetative debris on private property to an approved DMS or of facility. Only activated if authorized by FEMA.  A. 0-15 miles to designated debris management site  B. 15-30 miles to designated debris management site  C. 30-45 miles to designated debris management site  D. 45-60 miles to designated debris management site  E. 60-90 miles to designated debris management site  5. Private Property C&D Debris Removal  Work consists of all labor, equipment, fuel, traffic control and associated costs necessar transportation of eligible C&D debris on private property to an approved disposal facility authorized by FEMA.	y for the collection and ther designated disposal  Per Cubic Yard y for the collection and	\$ 13.65 \$ 14.77 \$ 15.89 \$ 17.00 \$ 18.12
Work consists of all labor, equipment, fuel, traffic control and associated costs necessar transportation of eligible vegetative debris on private property to an approved DMS or of facility. Only activated if authorized by FEMA.  A. 0-15 miles to designated debris management site  B. 15-30 miles to designated debris management site  C. 30-45 miles to designated debris management site  D. 45-60 miles to designated debris management site  E. 60-90 miles to designated debris management site  5. Private Property C&D Debris Removal  Work consists of all labor, equipment, fuel, traffic control and associated costs necessar transportation of eligible C&D debris on private property to an approved disposal facility authorized by FEMA.  A. 0-15 miles to designated debris management site	y for the collection and ther designated disposal  Per Cubic Yard y for the collection and	\$ 13.65 \$ 14.77 \$ 15.89 \$ 17.00 \$ 18.12
Work consists of all labor, equipment, fuel, traffic control and associated costs necessar transportation of eligible vegetative debris on private property to an approved DMS or of facility. Only activated if authorized by FEMA.  A. 0-15 miles to designated debris management site  B. 15-30 miles to designated debris management site  C. 30-45 miles to designated debris management site  D. 45-60 miles to designated debris management site  E. 60-90 miles to designated debris management site  5. Private Property C&D Debris Removal  Work consists of all labor, equipment, fuel, traffic control and associated costs necessar transportation of eligible C&D debris on private property to an approved disposal facilit authorized by FEMA.  A. 0-15 miles to designated debris management site  B. 15-30 miles to designated debris management site	y for the collection and ther designated disposal  Per Cubic Yard y for the collection and	\$ 13.65 \$ 14.77 \$ 15.89 \$ 17.00 \$ 18.12 Cost \$ 15.19 \$ 16.95
Work consists of all labor, equipment, fuel, traffic control and associated costs necessar transportation of eligible vegetative debris on private property to an approved DMS or of facility. Only activated if authorized by FEMA.  A. 0-15 miles to designated debris management site  B. 15-30 miles to designated debris management site  C. 30-45 miles to designated debris management site  D. 45-60 miles to designated debris management site  E. 60-90 miles to designated debris management site  5. Private Property C&D Debris Removal  Work consists of all labor, equipment, fuel, traffic control and associated costs necessar transportation of eligible C&D debris on private property to an approved disposal facilit authorized by FEMA.  A. 0-15 miles to designated debris management site  B. 15-30 miles to designated debris management site	y for the collection and ther designated disposal  Per Cubic Yard y for the collection and	\$ 13.65 \$ 14.77 \$ 15.89 \$ 17.00 \$ 18.12 Cost

6. Demolition, Removal, Transport, and Demolition of Eligible Non- RACM Structures	Per Cubic Yard	Cost
Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, redispose of eligible non-RACM structures on private property	emove, transport, and	
A. 0-15 miles to designated debris management site		\$ 25.73
B. 15-30 miles to designated debris management site		\$ 27.16
C. 30-45 miles to designated debris management site		\$ 28.58
D. 45-60 miles to designated debris management site		\$ 30.01
E. 60-90 miles to designated debris management site		\$ 32.42
7. Demolition, Removal, Transport, and Demolition of Eligible RACM Structures	Per Cubic Yard	Cost
Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, redispose of eligible RACM structures on private property.	emove, transport, and	
A. 0-15 miles to designated debris management site		\$ 37.56
B. 15-30 miles to designated debris management site		\$ 39.64
C. 30-45 miles to designated debris management site		\$ 41.73
D. 45-60 miles to designated debris management site		\$ 43.81
E. 60-90 miles to designated debris management site		\$ 46.88

8. DMS Management and Operations Work consists of all labor, equipment, fuel, and associated costs necessary for the construction, management, operation and remediation of DMS for acceptance, management, segregation, and staging of disaster related debris.	\$ Per Cubic Yard
	\$ 1.85
9. Reduction of Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	\$ Per Cubic Yard
	\$ 3.45
10. Reduction of Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	\$ Per Cubic Yard
	\$ 1.75
11. Reduction of Debris Through Open Burn	\$ Per Cubic Yard
Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through open burn.	
	\$ 0.65
12. Reduction of C&D Debris Through Compaction or Other Method	
Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated C&D debris through compaction or other method.	\$ Per Cubic Yard
	\$ 1.74

reduced	Haul-out of Reduced Debris to Final Disposal Site onsists of all labor, equipment, fuel, and associated costs necessary for loading and transporting debris at an approved DMS to a final disposal facility. Includes both residual ash from ution or burn operations and residual mulch from grinding operations.	\$ Per Cubic Yard
	to 10 miles	¢ 4 15
	0.1 to 20 miles	\$ 4.15
	0.1 to 30 miles	\$ 4.70
	0.1 to 40 miles	\$ 5.25
	0.1 to 50 miles	\$ 5.80
		\$ 6.35
F 5	0.1 miles and over	\$ 7.90
Work co	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs onsists of all labor, equipment, fuel, traffic control and associated costs necessary for the lof eligible hazardous leaning or hanging limbs and placement of them on the ROW for haul-	\$ Per Tree
<b>A</b> 6	inch to 12 inch diameter measured 4.5 feet above the ground	\$ 105.00
	3 inch to 24 inch diameter measured 4.5 feet above the ground	\$ 170.00
	5 inch to 36 inch diameter measured 4.5 feet above the ground	\$ 235.00
	7 inch to 48 inch diameter measured 4.5 feet above the ground	\$ 295.00
	9 inch and larger diameter measured 4.5 feet above the ground	\$ 365.00
	Hanger Removal (2" or greater at the break and price per Tree)	\$ 98.00
he reme	onsists of all labor, equipment, backfill, fuel, traffic control and associated costs necessary for oval of eligible hazardous stumps and transportation to an approved DMS or other designated facility.  4 inch to 36 inch diameter measured 24 inches above the ground	\$ Per Stump
		\$ 400.00
	7 inch to 48 inch diameter measured 24 inches above the ground	A 500 00
$\sim$ 1 $_{4}$	0:1 11 1:	\$ 500.00
<b>C</b> 4	9 inch and larger diameter measured 24 inches above the ground	\$ 500.00 \$ 650.00
6. F Vork co	9 inch and larger diameter measured 24 inches above the ground  Removal of Eligible Hazardous Leaning Trees and Hanging Limbs from Private  Property  Insists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible us leaning or hanging limbs on private property and hauled under Line Item No. 4. Only d if authorized by FEMA.	
6. For the state of the state o	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs from Private Property onsists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible us leaning or hanging limbs on private property and hauled under Line Item No. 4. Only	\$ 650.00
6. F Vork control of the control of	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs from Private Property onsists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible us leaning or hanging limbs on private property and hauled under Line Item No. 4. Only d if authorized by FEMA.	\$ 650.00 <b>\$ Per Tree</b>
6. For the second of the secon	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs from Private Property consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible us leaning or hanging limbs on private property and hauled under Line Item No. 4. Only d if authorized by FEMA.  Tinch to 12 inch diameter measured 4.5 feet above the ground	\$ 650.00 <b>\$ Per Tree</b> \$ 130.00
6. F Work co azardo ctivate A 6 B 1 C 2 D 3	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs from Private Property Onsists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible us leaning or hanging limbs on private property and hauled under Line Item No. 4. Only d if authorized by FEMA.  Sinch to 12 inch diameter measured 4.5 feet above the ground 3 inch to 24 inch diameter measured 4.5 feet above the ground 5 inch to 36 inch diameter measured 4.5 feet above the ground 7 inch to 48 inch diameter measured 4.5 feet above the ground	\$ 650.00 <b>\$ Per Tree</b> \$ 130.00 \$ 195.00
6. F Work co azardo ctivate  A 6 B 1 C 2 D 3 E 4	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs from Private Property  Onsists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible us leaning or hanging limbs on private property and hauled under Line Item No. 4. Only d if authorized by FEMA.  Inch to 12 inch diameter measured 4.5 feet above the ground  3 inch to 24 inch diameter measured 4.5 feet above the ground  5 inch to 36 inch diameter measured 4.5 feet above the ground  7 inch to 48 inch diameter measured 4.5 feet above the ground  9 inch and larger diameter measured 4.5 feet above the ground	\$ 650.00 <b>\$ Per Tree</b> \$ 130.00 \$ 195.00 \$ 260.00
6. F Work co azardo ctivate  A 6 B 1 C 2 D 3 E 4	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs from Private Property Onsists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible us leaning or hanging limbs on private property and hauled under Line Item No. 4. Only d if authorized by FEMA.  Sinch to 12 inch diameter measured 4.5 feet above the ground 3 inch to 24 inch diameter measured 4.5 feet above the ground 5 inch to 36 inch diameter measured 4.5 feet above the ground 7 inch to 48 inch diameter measured 4.5 feet above the ground	\$ 650.00 <b>\$ Per Tree</b> \$ 130.00 \$ 195.00 \$ 260.00 \$ 320.00
6.   F   Work co azardo ctivate:  A   6   B   1   C   2   D   3   E   4   F   H   T   T   T   T   T   T   T   T   T	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs from Private Property  Onsists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible us leaning or hanging limbs on private property and hauled under Line Item No. 4. Only d if authorized by FEMA.  Inch to 12 inch diameter measured 4.5 feet above the ground  3 inch to 24 inch diameter measured 4.5 feet above the ground  5 inch to 36 inch diameter measured 4.5 feet above the ground  7 inch to 48 inch diameter measured 4.5 feet above the ground  9 inch and larger diameter measured 4.5 feet above the ground	\$ 650.00 <b>\$ Per Tree</b> \$ 130.00 \$ 195.00 \$ 260.00 \$ 320.00 \$ 390.00
For the second of the second o	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs from Private Property  onsists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible us leaning or hanging limbs on private property and hauled under Line Item No. 4. Only d if authorized by FEMA.  inch to 12 inch diameter measured 4.5 feet above the ground  3 inch to 24 inch diameter measured 4.5 feet above the ground  5 inch to 36 inch diameter measured 4.5 feet above the ground  7 inch to 48 inch diameter measured 4.5 feet above the ground  9 inch and larger diameter measured 4.5 feet above the ground  langer Removal (2" or greater at the break and price per Tree)  Removal of Eligible Hazardous Stumps from Private Property  onsists of all labor, equipment, backfill, fuel, and associated costs necessary for the removal of hazardous stumps on private property and transportation to an approved DMS or other ted disposal facility. Only activated if authorized by FEMA.	\$ 650.00  \$ Per Tree  \$ 130.00 \$ 195.00 \$ 260.00 \$ 320.00 \$ 390.00 \$ 120.00  \$ Per Stump
For the second s	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs from Private Property  Onsists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible us leaning or hanging limbs on private property and hauled under Line Item No. 4. Only dif authorized by FEMA.  Inch to 12 inch diameter measured 4.5 feet above the ground  3 inch to 24 inch diameter measured 4.5 feet above the ground  5 inch to 36 inch diameter measured 4.5 feet above the ground  7 inch to 48 inch diameter measured 4.5 feet above the ground  9 inch and larger diameter measured 4.5 feet above the ground  Hanger Removal (2" or greater at the break and price per Tree)  Removal of Eligible Hazardous Stumps from Private Property  Onsists of all labor, equipment, backfill, fuel, and associated costs necessary for the removal of hazardous stumps on private property and transportation to an approved DMS or other	\$ 650.00 \$ Per Tree \$ 130.00 \$ 195.00 \$ 260.00 \$ 320.00 \$ 390.00 \$ 120.00

RFP# EMARC-007

Form #116-310 - Dated: 12-20-2016

colle	Removal of Eligible White Goods c consists of all labor, equipment, fuel, traffic control and associated costs necessary for the ction of eligible white goods, removal of refrigerants, and transportation to an approved DMS, intamination, and transportation to an approved final disposal facility.	\$ Per Each
A	Without Freon recovery	\$ 44.00
В	With Freon recovery	\$ 86.00
19. Worl	Removal of Eligible Used Electronics c consists of all labor, equipment, fuel, traffic control and associated costs necessary for the ction of eligible used electronics and transportation to an approved final disposal facility.	\$ Per Each
		\$ 34.00
<b>20.</b> Worl	Removal of Hazardous Household Waste consists of all labor, equipment, fuel, traffic control and associated costs necessary for the val of eligible HHW and transportation to an approved final disposal facility.	\$ Per Pound
9		\$ 6.98
	Removal Abandoned Eligible Vehicle c consists of all labor, equipment, fuel, traffic control and associated costs necessary for the val of eligible abandoned vehicles and transportation to an approved staging area.	\$ Per Each
A	Removal of abandoned vehicles on ROW or public property	\$ 255.00
В	Operation of vehicle and vessel storage site each day	\$ 1,250.00
<b>22.</b> Worl	Removal and Disposal of Eligible Animal Carcass c consists of all labor, equipment, fuel, traffic control and associated costs necessary for the val of eligible animal carcasses and transportation to an approved final disposal facility.	\$ Per Pound
		\$ 1.65
<b>23.</b> Worl	Removal of Eligible Tires c consists of all labor, equipment, fuel, traffic control and associated costs necessary for the val of eligible tires and transportation to an approved final disposal facility.	\$ Per Each
		\$ 28.00
<b>24.</b> Worl	Removal of Eligible Gasoline Powered Tools c consists of all labor, equipment, fuel, traffic control and associated costs necessary for the val of eligible gasoline powered tools and transportation to an approved final disposal facility.	\$ Per Each
		\$ 85.00
colle	Removal of Silt and Mud c consists of all labor, equipment, fuel, traffic control and associated costs necessary for the ction and transportation of eligible silt and mud on ROW and County-owned property to an oved DMS or other designated disposal facility.	\$ Per Cubic Yard
A	0 to 10 miles	\$ 12.55
В	10.1 to 20 miles	\$ 13.40
C	20.1 to 30 miles	\$ 14.25
D	30.1 to 40 miles	\$ 15.10
E	40.1 to 50 miles	\$ 15.95
$\mathbf{F}$	50.1 miles and over	\$ 17.85

RFP# EMARC-007

Form #116-310 - Dated: 12-20-2016

<b>26.</b> Removal of Obstructions from Drainage Canals and Roadside Ditches Work consists of removal of obstructions from the County natural drainage courses, flood control facilities and channels, rights-of-way and roadside ditches. Resulting debris shall be placed on the ROW for collection and haul under Line Item No. 2.	\$ Per Cubic Yard
	\$ 49.35

#### Notes:

- 1. Line items No. 2-12 are based on incoming debris to DMS or final disposal.
- 2. Line item No. 13 is based on outgoing debris from DMS.
- 3. Ceres shall pay landfill tipping fees and invoice Riverside County at cost with no markup.

26. Personnel Rates		COST		
Personnel Needs Description	Unit	Hourly (\$ Per Hr)	Overtime (\$ Per Hr)	
Operations Manager with Truck and Communications	HR	\$102.90	\$154.35	
Debris Management Coordination Liaison	HR	\$102.90	\$154.35	
Project Superintendent with Truck and Communications	HR	\$89.25	\$133.88	
Crew Foreman with Truck and Communications	HR	\$65.10	\$97.65	
Quality Control with Vehicle and Communications	HR	\$56.70	\$85.05	
Safety Superintendent	HR	\$65.10	\$97.65	
Equipment Operator	HR	\$54.60	\$81.90	
Truck Driver	HR	\$50.40	\$75.60	
Laborer	HR	\$43.05	\$64.58	
Laborer with Chainsaw	HR	\$47.25	\$70.88	
Traffic Control Personnel	HR	\$43.05	\$64.58	
Administrative Assistant	HR	\$38.85	\$58.28	
Clerk	HR	\$35.70	\$53.55	

#### 3.0 INVOICE DOCUMENTATION

- 3.1 All invoices must conform to the billing methodology specified in section 3 "Compensation". Failure to properly invoice may result in non-payment of invoices.
  - 1. Disaster related purchases, those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.
  - 2. All disaster invoices shall include the backup documentation to indicate the location where services were delivered or used, if applicable.
  - 3. All work must be properly grouped according to FEMA damage categories as specified in the Scope of Services.
  - 3.2 All contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
    - 1. Time cards.
    - 2. Daily-work reports for every employee, by each separate FEMA damage category.
    - 3. Daily equipment use, by each separate FEMA category of work.
    - 4. List of all supplies and materials used by each separate FEMA damage category.
    - 5. Includes both prime and subcontractors.
  - 3.3 The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

### 4.0 HOURLY RATES FOR APPROVED TIME AND MATERIALS WORK

**4.1** To be paid only for a reasonable period of time during emergency clearance until Scope of Service can be determined:

Service Description	Size or Type	Unit	Unit Price CERES
Heavy Equipment (Operator, fuel, maintenance in	ncluded)		
Skid-Steer Loader (Mini-Loader)	Bobcat 753/Cat 216/JD 313	Hour	\$86.46
Extendaboom Forklift w/ debris grapple	Bobcat V638/CatTL642	Hour	\$79.26
Backhoe, Wheel Loader, 1.0-1.5 CY	Cat 416E	Hour	\$84.00
Backhoe, Wheel Loader, 2.0-3.0 CY	Cat 430E	Hour	\$88.00
Backhoe, Extend-a-hoe (1.0 CY, 4WD, extendable)	JD310J/Cat 420E	Hour	\$85.25
Wheel Loaders, 1.0-1.5 CY	Cat 908/JD 304/Case 321	Hour	\$94.52
Wheel Loaders, 2.5-3.0 CY	Cat 930/JD 544//Vol L70	Hour	\$114.22
Wheel Loaders, 3.0-4.5 CY	Cat 950/JD 644	Hour	\$151.12
Wheel Loaders, 4.5-6.0 CY	Cat 966/JD 744/Vol L150	Hour	\$162.46
Wheel Loaders, 6.0-7.0 CY	Cat 980/JD 844/Vol L180	Hour	\$168.25
Tracked Loader (Trackhoe w/ misc. attachments)	Cat 320/JD 690/Kob ED190	Hour	\$209.08
Knuckleboom Loader Truck (Self-Loading)	35-45 CY Body	Hour	\$183.40
Knuckleboom Loader Truck (Self-Loading)	>45 CY Body	Hour	\$194.14
Dozer, Tracked	Cat D4	Hour	\$168.01
Dozer, Tracked	Cat D5	Hour	\$171.74
Dozer, Tracked	Cat D6	Hour	\$177.34
Dozer, Tracked	Cat D7	Hour	\$194.14
Dozer, Tracked	Cat D8	Hour	\$216.54
Dozer, Tracked	Cat D10T	Hour	\$264.20
Hydraulic Excavators, 1.5 CY	Cat 320	Hour	\$209.08
Hydraulic Excavators, 2.5 CY	Cat 325	Hour	\$224.01
Hydraulic Excavators, 3.5> CY	Cat 330	Hour	\$235.00
Excavator/Trackhoe, Rubber Tire (w/ debris grapple)	Cat 315C/JD 160C/Vol EC160	Hour	\$194.14
Tractor w/ Box Blade (30-70 Hp)	JD 210L/Case 570M	Hour	\$100.87
Motor Grader (w/ min 12' blade)	Cat 120G/125 (140 Hp)	Hour	\$186.68
Off Road Truck (15-20 cy, 24MT)	Cat 725/JD 250D/Vol A25	Hour	\$198.33
30 Ton Crane	Terex RT 335 (30MT), equal	Hour	\$513.52
50 Ton Crane	Terex RT 550 (50MT), equal	Hour	\$623.56
100 Ton Crane (8 hr minimum)	Terex HC110, KobCK1000	Hour	\$770.28
Bucket Truck	Up to 50' reach	Hour	\$185.00
Bucket Truck	51' to 75' reach	Hour	\$234.75
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$126.11
Mechanized Broom	Street Sweeper	Hour	\$86.46
Water Truck	2000 Gallon	Hour	\$102.70
Service/Fuel Truck	Multi	Hour	\$102.70
Soil Compactor 81 HP+	Case/Cat/Wacker	Hour	\$105.00
Soil Compactor 80 HP	Case/Cat/Wacker	Hour	\$95.00

Form #116-310 - Dated: 12-20-2016

Soil Compactor, Towed Unit	Wacker	Hour	\$130.00
Stump Grinder (30" diameter or less)	Vermeer 252	Hour	\$178.26
Stump Grinder (greater than 30" diameter)	Vermeer 752	Hour	\$192.42
Stump Grinder	Vermeer 60TX	Hour	\$216.20
Chipper w/ 2 man crew	Morbark Storm	Hour	\$415.00
13-Foot Tub Grinder	Morbark 1300/850 HP	Hour	\$375.00
14-Foot Tub Grinder	Diamond Z 1463/1600 HP	Hour	\$415.00
Air Curtain Pit Burner (Self-contained)	N/A	Hour	\$150.65
Air Curtain Refractory Incinerator	N/A	Hour	\$96.22
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	\$116.89
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$148.12
50T Lowboy Trailer (Equip. Transport w/ Tractor)	50 Ton	Hour	\$192.55
Truck Mounted Winch	Tow Truck	Hour	\$65.00
Log Skidder	Cat 525B/JD 648E/G III	Hour	\$132.05
Waste Collection Rear Loader Truck	N/A	Hour	\$145.00
Waste Collection (Year Loader Truck	N/A	Tioui	ψ145.00
Vacuum Truck/Jetter	3500 Gallon	Hour	NA
Crash Truck w/Impact Attenuator	N/A	Hour	NA
Power Screen	N/A	Hour	NA
Stacking Conveyor	N/A	Hour	NA
<b>Hauling Vehicles</b> (Operator, fuel, maintenance included)			
Dump Truck	5 to 15 CY	Hour	\$83.00
Dump Truck	16 to 24 CY	Hour	\$87.00
Dump Truck	25 to 34 CY	Hour	\$91.00
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$97.00
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$103.00
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$109.00
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$115.00
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$121.00
Walking Floor Trailer w/ Tractor	100 CY	Hour	\$121.00
<b>Transportation Vehicles</b> (Operator, fuel, maintenainsurance included)	nnce <b>NOT</b> included; loaned veh	icles,	
Pickup Truck	1/2 Ton	Day	\$120.00
Pickup Truck	3/4 Ton	Day	\$125.00
Pickup Truck	1 Ton (4x4)	Day	\$165.00
Box Truck	3/4 Ton	Day	\$155.00
Utility Van	3/4 Ton	Day	\$155.00
Passenger Van	9 Passenger	Day	\$145.00
Passenger Car	Full size	Day	\$120.00
Response Trailer	20 Foot	Day	\$300.00
Response Trailer	30 Foot	Day	\$375.00
Flatbed Trailer (40 ft)	GWV to 450	Day	\$58.00
Personnel/Equipment			
Project Operations Manager	Individual	Hour	\$92.00
Superintendent with Cell/Truck	Individual	Hour	\$92.00

Supervisor with Cell/Truck	Individual	Hour	\$72.00	
Foreman with Cell/Truck	Individual	Hour	\$62.00	
Inspector with Cell/Vehicle	Individual	Hour	\$62.00	
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$82.00	
Safety Superintendent	Individual	Hour	\$82.00	
Mechanic with Truck and Tools	Individual	Hour	\$72.00	
Climber with Gear	Individual	Hour	\$64.00	
Labor/Operator with Chainsaw/Tools	Individual	Hour	\$46.00	
Laborer with Tools	Individual	Hour	\$42.00	
Traffic Control Personnel	Individual	Hour	\$42.00	
Ticket Writers	Individual	Hour	\$42.00	
Survey Personnel with Vehicle	Individual	Hour	\$78.00	
Project Engineer	Individual	Hour	\$85.00	
Equipment Operator	Individual	Hour	\$54.00	
Truck Driver	Individual	Hour	\$59.42	
Administrative Assistant	Individual	Hour	\$36.00	
Clerical	Individual	Hour	\$36.00	
Marine Resources (Fuel, maintenance included)	Individual	11001	Ψ30.00	
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	\$3,450.00	
40' Sectional Barge w/ Mounted Excavator & Push			······································	
boat	With 2 man Crew	Day	\$3,117.40	
33' Fast Barge with Winch	Crew of 2	Day	\$2,100.00	
14' Utility Boat with Motor (Work Boat)	With 2 man Crew	Day	\$390.00	
12' Utility Boat with Motor (Work Boat)	With 2 man Crew	Day	\$325.00	
12' Utility Boat without Motor (Work Boat)	With 2 man Crew	Day	\$195.00	
Tank Diver with Gear	Individual	Hour	\$126.00	
Hardhat Diver with Gear	Individual	Hour	\$148.00	
Scuba Bottle Refill (Air)	80	Each	\$9.00	
Air Pump with multi breathing lines	Brownie Lung	Day	\$350.00	
Miscellaneous Equipment/Items (Fuel, maintenan	nce included, where applicable)	•		
Transfer/Tow, handle of Typical Passenger Vehicle	2 Axle/4 Wheel (1Ton)	Each	\$235.00	
Transfer/Tow, handle of Recreational Vessel	Up to 24' in length	Each	\$285.00	
Transfer/Tow, handle of Recreational Vessel	24.1' to 48' in length	Each	\$570.00	
Traffic Control, Temp Single Lane Closure	N/A	Hour	\$258.00	
Traffic Control, Temp Road Closure	N/A	Hour	\$258.00	
Weighing Scales, Truck, Certified	Portable	Hour	\$49.00	
Light Tower (Portable light plant w/ Generator)	w/ Generator	Hour	\$33.00	
Office Trailer	40 Foot	Day	\$42.00	
Storage Container	40 Foot	Day	\$35.00	
Portable Eyewash Station	OSHA Spec	Day	\$265.00	
First Aid Station	OSHA Spec	Day	\$195.00	
Portable Toilet (Port a John)	Single	Week	\$65.00	
Observation Tower	USACE Spec	Each	\$2,350.00	

# EXHIBIT C VENDOR ACTIVATION AND STANDING DOWN NOTIFICATION

- 1. The COUNTY will require the CONTRACTOR to provide services when there is a duly declared emergency activation that has been authorized by the COUNTY OPERATIONAL AREA EMERGENCY OPERATION CENTER (OAEOC). The CONTRACTOR or CONTRACTORS will be notified by the COUNTY OAEOC of the activation and will be required to respond as directed in Exhibit A, Scope of Services, 6.2 Activation.
- 2. Stand-by Notification: The COUNTY EOC may notify the CONTRACTOR of a possible, or ongoing incident and may require the CONTRACTOR to be on stand-by in case the COUNTY OAEOC should deem that additional resources are required. Resources requested will be based on the type of incident and the CONTRACTOR will need to provide that support to the COUNTY. Duration of the Stand-by Notification will be determined by the COUNTY EOC based on the incident.
- 3. Notification-Activation and Deployment of CONTRACTOR Resources and Staff to the COUNTY: The COUNTY OAEOC will notify the CONTRACTOR that resources and staff are required as described in Exhibit A, Scope of Service, 6.2 Activation. The COUNTY reserves the right to use multiple CONTRACTORS as needed to provide resources and services to the COUNTY during the OAEOC ACTIVATION. CONTRACTOR that does not respond to the COUNTY OAEOC ACTIVATION, may be deemed as not responsible and the COUNTY will call up additional CONTRACTORS to provide a response. If the CONTRACTOR does not provide a justified reason for not responding to the Notification-Activation from the COUNTY, the CONTRACTOR may be placed on suspension status, pending further review of all information by the COUNTY.
- 4. Notification of Standing Down and Demobilizing the CONTRACTOR Resources and Staff: The COUNTY OAEOC will notify the CONTRACTOR when the incident no longer poses a threat to life, environment and property. COUNTY OAEOC will direct the CONTRACTOR to begin standing down and demobilizing using a gradual process which is based upon location of each incident or incidents. The standing down and demobilizing process will be based on communication between the COUNTY and CONTRACTOR to ensure that all work has been completed and approved by the COUNTY in that area or location.
- 5. Abandonment at the site or region where the CONTRACTOR has been assigned: CONTRACTOR that abandons or leaves site or region without giving notice and proper justification to the COUNTY OAEOC, will be deemed as not responsible and the COUNTY will call up additional CONTRACTORS to provide support to that site location or region. The CONTRACTOR will be placed on suspension status, pending further review of all information by the COUNTY. The CONTRACTOR is responsible to communicate with the COUNTY OAEOC during a current activation. Should the site or region require evacuation, the COUNTY OAEOC and CONTRACTOR must communicate as soon as possible by telephone, email or in person before leaving the site.
- 6. Communication between the CONTRACTOR and the COUNTY at all times is required and essential during a COUNTY OAEOC Activation. If there are issues or questions regarding any job assignments, the CONTRACTOR must contact the COUNTY OAEOC immediately in order to get clear and accurate direction of tasks as assigned by the COUNTY.

## ATTACHMENT A SUB-CONTRACTOR LIST

		SUB-CONTRACTOR LIST			
A and V Services	Alexander Sharp	1116 Simmons Lane	Novato	CA	94945
Excavation	Donald Carter		Santa Rosa	CA	95409
	Mario Ackerberg	1000 00000	Redwood Valley	CA	95470
All Phase Poving	Matthew Consorti		Petaluma	CA	94952
All Phase Paving All-Cal Demolition		022 10110 11011 0111	Sacramento	CA	95827
	Bob Trujillo Brad		Redwood Valley	CA	95470
Construction			Hughson	CA	95326
Underground	Ranee Dickey	8530 E. Keyes Road	nugiisoii	ICA	93320
C C In .	Michaelyn A.	220FC Turning Hawto Dr	Twain Harte	CA	95383
Con Serve, Inc.	Sanders	23056 Twain Harte Dr.	I Walli Haite		33363
CT( F !	Dalain Thansa	4401 Atlantic Avenue,	Long Boach	CA	90807
CTI Environmental	Robin Thorne	Suite 200	Long Beach Ukiah	CA	95482
Construction LLC	Tyler Lawson	650 Blue Oak Drive	San Bernardino	CA	92408
Management .	Jeremy Brown	1456 S .Gage Street		CA	95451
Inc.	Daniel Fossa	9439 Wildcat Road	Kelseyville	CA	93307
General Tree Service	Conway Lopez	4811 Kimber Ave	Bakersfield		
Ghilotti Bros, Inc.	Michael M. Ghilotti	525 Jacoby Street	San Rafael	CA	94901
Judd Buick Construction	Judd Buick	P.O. Box 494564	Redding	CA	96049
Lake County Tree			ļ.,		05.454
Service Inc	Jose Juarez	5052 blue ct	Kelseyville	CA	95451
Lister Construction, Inc.	Chuck Lister	896 Aldridge Road, Suite	Vacaville	CA	95688
McIntosh Equipment	Tim Barna	PO Box 965	Penn Valley	CA	95946
Construction	Kevin Brink	20501 Chipeta Way	Redding	CA	96003
Nielsen Construction					
dba Nielsen		8484 Wilshire Blvd # M-			
Environmental	Kevin Nielsen	500	Beverly Hills	CA	90211
North Slope Catering	Aidin Ansari	322 Culver Blvd. Ste. 357	Playa Del Rey	CA	90293
North Slope Catering,					
LLC	Aidin Ansari	322 Culver Blvd. Ste. 357	Playa Del Rey	CA	90293
P31 Enterprises dba P31					
Escheman	Lori Curtis	4288 State Highway 70	Oroville	CA	95965
Remedial					
Transportation Services,					
Inc.	Randy Smith	31194 Shelby Lane	Shafter	CA	93263
Rutan Environmental					
Safety Services, dba					
RES2 Demo	Aaron Swickard	4056 Cincinnati Ave	Rocklin	CA	95765
Southern California					
Grading	Joe Olivo	16291 Construction Circle	Irvine	CA	92606
<b>Sure Built Construction</b>	Mario Gonzalez	5257 Wyndham Oak Ln	Carmichael	CA	95608
Sutton Enterprises	Jason Starr	PO Box 305	Vallecito	CA	95251
T & M Projects dba T&N	1				
Construction	Francine Accetta	780 Channel St.	San Pedro	CA	90731
Type One Tree Service	Thomas Silva	21532 Via Venado	Sonora	CA	95370

RFP#: EMARC-007 Form#116-310