

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



ITEM
3.16
(ID # 6016)

MEETING DATE:

Tuesday, May 22, 2018

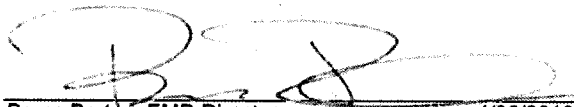
FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Approve the Service Agreement with Tetra Tech, Inc. for Disaster-Related Debris Management Monitoring Services through June 30, 2023. [All Districts], [Total Cost \$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement with Tetra Tech, Inc. for Disaster-Related Debris Management Monitoring Services through June 30, 2023, and authorize the Chairman of the Board to execute the Agreement 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 by an amendment to the Agreement to be ratified and approved by the Board of Supervisors.

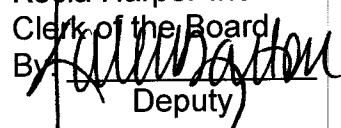
ACTION: Policy


Bruce Barton, EMD Director 4/26/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 22, 2018
xc: EMD

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 17/18-22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The purpose of the Riverside County's Operational Area disaster-related debris monitoring contract is to ensure timely, coordinated recovery operations, including, but not limited to: monitoring of debris removal from public property and rights-of-way throughout the county unincorporated areas and collaborating within the operational area using a combination of county, cities, special districts, and contractor forces.

Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with public assistance guidelines, and verification of compliance with all applicable federal, state, and local regulations. The contractor will have an established network of resources to provide the necessary equipment and personnel to assist the county with recovering contract expenses through the FEMA public assistance claim reimbursement process.

The primary goal of the debris monitoring program is to ensure that work performed is within the scope of work required by a debris removal contract, and to document removal operations for FEMA Public Assistance, Federal Highway Administration (FHWA), and Cal OES Hazard Mitigation grant reimbursements. In order to recuperate a percentage of the contract costs from federal or state emergency management grants, the monitoring of debris removal operations must be conducted by an independent resource, per FEMA public assistance claim reimbursement process.

This is a usage contract that shall be utilized only in the face of an emergency or during an actual disaster or emergency. No compensation will accrue to the contractor unless and until the contract is utilized by the county and district either in anticipation of a natural disaster, or after such a disaster or emergency.

Impact on Residents and Businesses

Monitoring of debris removal after an emergency ensures maximum reimbursement from state and federal programs.

Contract History and Price Reasonableness

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


Riverside County's Purchasing and Fleet Services Department, on behalf of the Emergency Management Department, released a Request for Proposal (RFP # EMARC-006), soliciting proposals for disaster-related debris management monitoring services. The RFP was sent to fifty (50) potential bidders and was advertised on the Purchasing website. One bidder responded to the RFP.

The proposal was evaluated by an evaluation team comprised of personnel from the Riverside County Emergency Management Department, Flood Control, Waste Resources, and Purchasing and Fleet Services. The evaluation was based on the criteria set forth in the RFP: overall response to the RFP requirements; bidder's experience and ability; overall cost to the county; references with demonstrated success with similar work to the scope of service; financial status; clarifications, exceptions or deviations; and, credentials, resumes, licenses or certifications.

Based on the overall summation of the proposal submitted, it is the recommendation of the evaluation team to select Tetra Tech, Inc. as the responsive/responsible bidder.


Teresa Summers, Director of Purchasing 5/3/2018


Ryan Carter, Principal Management Analyst 5/15/2018


Gregory V. Priamos, Director County Counsel 5/7/2018

SERVICE AGREEMENT

for

DISASTER-RELATED DEBRIS MANAGEMENT MONITORING SERVICES

between

COUNTY OF RIVERSIDE

and

TETRA TECH, INC.



MAY 22 2018 3.16

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	4
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility.....	7
10. Subcontract for Work or Services.....	8
11. Disputes	8
12. Licensing and Permits	9
13. Omitted	9
14. Non-Discrimination	9
15. Records and Documents	9
16. Confidentiality	10
17. Administration/Contract Liaison	10
18. Notices.....	10
19. Force Majeure.....	11
20. EDD Reporting Requirements.....	11
21. Hold Harmless/Indemnification.....	12
22. Insurance	12
23. General	15
Exhibit A-Scope of Service	18
Exhibit B- Payment Provisions.....	28

This Agreement, made and entered into this 22nd day of May, 2018, by and between TETRA TECH, INC., (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. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of ten (10) pages, at the prices stated in Exhibit B, Payment Provisions, consisting of four (4) pages.

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 that 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, products provided 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.

3.3 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. 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-99030-001-06/23); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 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, 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.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred or 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 shall 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 <https://www.sam.gov> 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 Removal 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.

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

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

8. Inspection of Service; Quality Control/Assurance

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

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

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

13. Omitted**14. Non-Discrimination/Equal Employment Opportunity**

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

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. 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 COUNTY 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 DEPT.
4210 RIVERWALK PARKWAY, SUITE 300
RIVERSIDE, CA 92505
ATTN: EMD DIRECTOR

CONTRACTOR

TETRA TECH, INC.
2301 LUCIEN WAY, SUITE 120
MAITLAND, FL 32751
ATTN: JONATHAN BURGIEL

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

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (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. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance 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 \$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.

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. 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 County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-

insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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.

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, 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: *Chuck Washington*
Chuck Washington, Chairman
Board of Supervisors

Dated: MAY 22 2018

TETRA TECH, INC.

By: *Jonathan Burgiel*
Jonathan Burgiel,
Business Unit President

Dated: 3/30/18

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: *K. Washington*
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: *Gregory P. Priamos* 5/4/18
Deputy County Counsel

Kh
Kalindi Fitch
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF154450
Expires 11/18/2018



EXHIBIT A
SCOPE OF SERVICES

1.0 SERVICE REQUIREMENTS:

- 1.1 CONTRACTOR shall follow the guidelines set forth in FEMA 327 “Public Assistance Debris Monitoring Guide” (October 2010) and FP 104-009-2 “Public Assistance Program and Policy Guide” (April 2017), which can be found at the following link:
 - 1.1.1 <https://www.fema.gov/public-assistance-policy-and-guidance>
- 1.2 CONTRACTOR shall monitor debris removal from public property throughout the County as a result of a major disaster, and provide accurate and dependable reporting and documentation of eligible work and costs for potential reimbursements from Federal and State emergency grants.
- 1.3 CONTRACTOR shall ensure timely, coordinated recovery operations, including, but not limited to: monitoring of debris removal from public property and rights-of-way throughout the County unincorporated areas and collaboration within the Operational Area using a combination of County and contractor forces.
- 1.4 CONTRACTOR shall provide constant monitoring of crews providing debris removal work to ensure that the work being performed is eligible in accordance with Public Assistance guidelines, and verification of compliance with all applicable Federal, State, and local regulations.
- 1.5 CONTRACTOR shall have an established management team, and an established network of resources to provide the necessary equipment and personnel.
- 1.6 CONTRACTOR shall adhere to all Federal, State, and local laws, codes, and ordinances, and assist the County with recovering Contract expenses through the FEMA PA claim reimbursement process.
- 1.7 CONTRACTOR understands that this Agreement is a usage contract that shall be utilized only in the face of an emergency, or during an actual declared disaster or emergency. CONTRACTOR understands that no compensation will accrue to the CONTRACTOR unless and until the contract is utilized by the COUNTY and Districts either in anticipation of a natural disaster, or after such a disaster or emergency.
- 1.8 CONTRACTOR shall provide reports to County which capture daily activities and debris removal operations, which can facilitate reimbursement grants, including: FEMA, FHWA, Cal OES, or other

funding opportunities. In addition, Contractor shall also provide documentation of operations above and beyond FEMA grant requirements as needed for costs reimbursement eligibility.

- 1.9 CONTRACTOR shall provide debris removal monitoring services per FEMA Public Assistance policy and procedures including, but not limited to: determining the eligibility (or ineligibility) of debris for removal; mandated special considerations; site development and restoration; certification of hauling vehicles; compliance with State and Federal regulations; site safety; verification of contracted removal services; and hazardous trees and map locations.
- 1.10 CONTRACTOR shall provide and submit daily monitoring reports which capture required information per FEMA Public Assistance policy and procedures including, but not limited to: load capacities, load quantities, debris management, site operations, public and site safety, collection locations, debris types and amounts.
- 1.11 CONTRACTOR shall maintain an accurate database that organizes debris management with disposal data, vehicle certifications, project records, photographs and map locations.
- 1.12 CONTRACTOR shall provide a paperless, electronic (handheld device) automated debris management system (ADMS) that shall create load tickets automatically. In addition, contractor shall complete and physically control load tickets (in towers and in the field).
- 1.13 CONTRACTOR shall ensure hazardous waste is not mixed in with loads.
- 1.14 CONTRACTOR shall ensure that all debris is removed from trucks at the Temporary Debris Storage and Reduction (TDSR) site(s) or other designated processing site(s).
- 1.15 CONTRACTOR shall ensure that only debris specified in the debris removal contractor's scope of work is collected.
- 1.16 CONTRACTOR shall ensure daily loads meet permit requirements.
- 1.17 CONTRACTOR shall ensure that the debris removal contractor's work is within the assigned scope of work.
- 1.18 CONTRACTOR shall identify work for potential eligibility (or ineligibility) per FEMA guidelines.
- 1.19 CONTRACTOR shall identify hazardous trees including hangers, leaners and stumps.
- 1.20 CONTRACTOR shall monitor site development and restoration of TDSR site(s).

- 1.21 CONTRACTOR shall ensure that work stops immediately in an area where human remains or potential archeological deposits are discovered. Contractor shall notify local law enforcement and the County's Operational Area Emergency Operations Center (OAEOC) in the event that human remains or potential archaeological deposits are discovered.
- 1.22 CONTRACTOR shall immediately report to County's Debris Monitoring Unit Leader or designee in the OAEOC, if debris removal work does not comply with all local ordinances as well as State and Federal regulations.
- 1.23 CONTRACTOR shall immediately report to County's Debris Monitoring Unit Leader or designee, if contractor personnel or public safety standards are not being followed.
- 1.24 CONTRACTOR shall immediately report to County's Debris Monitoring Unit Leader or designee, if improper equipment is utilized, equipment is misused or contractor noncompliance.
- 1.25 CONTRACTOR shall immediately report to County's Debris Monitoring Unit Leader or designee, if completion schedules are not on task.
- 1.26 CONTRACTOR shall accurately measure and certify hauling vehicle capacities.
- 1.27 CONTRACTOR shall certify hauling vehicles.
- 1.28 CONTRACTOR shall ensure accurate credit for haul loads.
- 1.29 CONTRACTOR shall ensure that hauling vehicles are not loaded or enhanced in such a way as to fraudulently maximize reimbursement.

2.0 PERFORMANCE OVERSIGHT:

- 2.1 CONTRACTOR shall have experience working on construction sites, be skilled at FEMA reimbursement procedures, and have knowledge of safety regulations. There shall be no conflict of interest between the monitoring and debris removal contractors.
- 2.2 CONTRACTOR shall furnish all necessary personnel, material, equipment, labor, supervision, facilities, and shall provide all services necessary for, or incidental to, their performance of all work as defined in the Scope of Work.
- 2.3 CONTRACTOR shall supervise and direct all work, workers, and equipment.
- 2.4 CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and safety procedures used.

2.5 CONTRACTOR shall be responsible for submitting a sample of reporting requirements to substantiate costs to FEMA for approval.

3.0 ACTIVATION OF SERVICES:

3.1 In the event that a major disaster occurs or is imminent, the COUNTY shall contact the CONTRACTOR to advise it of the COUNTY's intent to request services. The CONTRACTOR shall employ and maintain a qualified and accessible Project Manager who shall have the full authority to act on behalf of the CONTRACTOR.

3.2 CONTRACTOR understands that all communications given to the supervisor in writing by the COUNTY shall be binding.

3.3 CONTRACTOR shall report to the COUNTY's Debris Monitoring Unit Leader or designee within 24 hours of the Notice to proceed for each work order directive issued.

4.0 DEBRIS MONITORING COORDINATION LIAISON:

4.1 CONTRACTOR shall assign and provide a Debris Monitoring Coordination Liaison to the County's Operational Area Emergency Operations Center to serve as the principal liaison between the County's Debris Monitoring Unit Leader or designee and the Contractor's forces.

4.2 The assigned Debris Monitoring Coordination Liaison shall be knowledgeable of all facts of the CONTRACTOR's operations and have authority in writing to commit the CONTRACTOR.

4.3 Upon execution of this contract, the Debris Monitoring Coordination Liaison, 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 make arrangements for on-site accommodations. This linkage shall provide immediate contact via cell phone, fax machine, and have Internet capabilities.

4.4 The Debris Monitoring Coordination Liaison shall participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The Debris Monitoring Coordination Liaison shall report to the County's Debris Monitoring Unit Leader or designee during an activation.

4.5 CONTRACTOR shall be responsible for hiring, training, deploying, scheduling and monitoring the activities of its collection monitors. CONTRACTOR shall immediately remove and replace any employee immediately for conduct or actions not keeping within the agreement.

5.0 DEBRIS REMOVAL MANAGEMENT – REPORTING REQUIREMENTS TO DEBRIS MONITORING CONTRACTOR:

5.1 General Requirements:

- 5.1.1 CONTRACTOR understands that this contract is for debris monitoring services required by Federal or State reimbursement grant programs, including the FEMA Public Assistance Program, Federal Highway Administration, Cal OES Hazard Mitigation Program or other applicable funding opportunities. The primary objective of the debris monitoring Contract is to provide daily assistance to the COUNTY with grant eligibility requirements, documentation of debris removal operations and verification of work performed by debris removal contractors.
- 5.1.2 CONTRACTOR shall provide debris management and TDSR site monitors and spotters to observe and document the unloading, processing and loading of debris. This responsibility includes completing ADMS load tickets and certifying the information is complete and accurate. CONTRACTOR shall be able to estimate quantities, differentiate between eligible/non-eligible types of debris, including hazardous waste protocols, and properly fill out load tickets. They shall also be able to identify types of trucks, hauling capabilities and differentiate between hand-loading versus mechanical loading. CONTRACTOR shall provide a sufficient number of trained debris monitors and field supervisors to accommodate the volume of debris to be removed at loading sites, debris management sites and final disposal sites, not to exceed one supervisor per ten debris monitors.

5.2 Monitoring Documentation:

- 5.2.1 Staff assigned to the Debris Monitoring Contract shall be trained on debris removal monitoring requirements for Federal and State reimbursement grants including the FEMA Public Assistance Program, FHWA and Cal OES Hazard Mitigation Program. The key elements of information that they will verify in the debris removal contract's scope of work and determine eligibility for are:

- 5.2.1.1 Type of debris
- 5.2.1.2 Eligible (or ineligible) debris
- 5.2.1.3 FEMA designated special considerations
- 5.2.1.4 Amount of debris collected
- 5.2.1.5 Original collection location

- 5.2.1.6 Other FEMA, Federal Highway Administration, Cal OES Hazard Mitigation Program required elements of information
- 5.2.2 In accordance with FEMA Public Assistance guidelines, CONTRACTOR shall capture the same information as FEMA Sample Monitoring Forms found in FEMA Publication 327, Public Assistance Debris Monitoring Guide, October 2010 or current version located at: https://www.fema.gov/pdf/government/grant/pa/fema_327_debris_monitoring.pdf.
- 5.2.3 If FEMA provides funding for the debris contract, a sample of reporting requirements outlined in the contract in order to substantiate eligible costs is required. CONTRACTOR shall submit field documentation which is required for eligibility including, but not limited to, the following:
- 5.2.3.1 Load tickets
 - 5.2.3.2 Debris collected from curbside and/or collection centers
 - 5.2.3.3 Debris accepted at TDSR sites and/or final disposition
 - 5.2.3.4 Debris recycled/reduced at TDSR sites and taken to final disposition
 - 5.2.3.5 Any operational or safety issues
 - 5.2.3.6 Truck certification worksheets
- 5.2.4 CONTRACTOR shall work with the debris removal contractor so they can submit daily monitoring reports which capture required information per FEMA Public Assistance policy and procedures.
- 5.2.5 CONTRACTOR shall maintain an accurate database that organizes debris management with disposal data, vehicle certifications, project records, photographs and map locations. Field documentation may also include labor and equipment timesheets, labor and benefits rates, personnel pay policy, invoices and others that may be needed for eligibility. Daily reports (at minimum every 24-hours) must be provided to the Debris Management Unit Leader in the OAEOC.

5.3 Field Monitoring

- 5.3.1 CONTRACTOR field monitors shall be knowledgeable in the principles and practices of construction including equipment usage, capacity, types of debris, load tickets, hand-loading, mechanical loading and safety protocols. CONTRACTOR shall validate and map hazardous trees including hangers, leaners and stumps. CONTRACTOR shall stop work immediately in an area where human remains or potential archeological deposits are discovered. Field

monitoring also includes monitoring debris removal to ensure compliance with contracted scope of work and ascertain that debris collected and work identified is potentially eligible (or ineligible) per FEMA guidelines. Classification of debris is as follows:

- 5.3.1.1 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.
- 5.3.1.2 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.
- 5.3.1.3 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.
- 5.3.1.4 White Goods: White Goods are large household appliances such as refrigerators, freezers, air conditioners, stoves, ovens, washing machines, dryers, water heaters, etc.
- 5.3.1.5 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, Cities, Schools and Special Districts. Known or suspected HHW that mistakenly enters the waste stream shall be placed in an appropriate storage area for proper disposal.
- 5.3.1.6 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, Cities, Schools and Special Districts.
- 5.3.1.7 Putrescent Debris: 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, Cities, Schools and Special Districts, in accordance with health and regulatory requirements.

5.3.1.8 Ash: When handling ash, the CONTRACTOR shall be required to “wet down” the ash to prevent dust problems.

5.3.1.9 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.

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

5.3.2 CONTRACTOR shall monitor TDSR site(s) development and restoration. Field monitors will report directly to County’s Debris Monitoring Coordinator or designee if the following are observed:

5.3.2.1 Improper equipment is used or utilized

5.3.2.2 CONTRACTOR personnel safety standards are not followed

5.3.2.3 General public safety standards are not followed

5.3.2.4 Completion schedules are not on task

5.3.2.5 Debris removal work does not comply with all local ordinances as well as State and Federal regulations

5.4 Load Monitoring and Truck Certification:

5.4.1 CONTRACTOR shall monitor loads for inaccurate capacities, low/light loads, overloads, changing truck numbers, reduced capacity, increased truck weight, wet debris, multiple counting of the same load and ineligible debris. Contractor must be aware of FEMA Special Monitoring Issues on hand-loading, mechanical loading, trailers and trucks with no tailgates or no solid tailgates. Contractor shall accurately measure and certify truck capacities on a regular basis with frequent recertification on all trucks. Monitoring also includes accurate accounting of truck load credits. The primary debris tracking document is load ticket. Load tickets track debris from the original collection point to the TDSR, or landfill. Contract shall provide load tickets with required FEMA information as described in FEMA 327 PA Debris Monitoring Guide. Contractor will monitor and document loads for the following:

5.4.1.1 Ensure that trucks are not artificially loaded to maximize reimbursement (e.g., debris is wetted; debris is fluffed (not compacted))

- 5.4.1.2 Ensure that hazardous waste is not mixed in with loads
- 5.4.1.3 Ensure that all debris is removed from trucks at the TDSR sites
- 5.4.1.4 Ensure that only debris specified in the scope of work is collected
- 5.4.1.5 Properly and accurately complete, plus physically control, load tickets in tower and in the field
- 5.4.1.6 Ensure daily loads meet permit requirements
- 5.4.1.7 Complete truck worksheets with accurate measurements and frequent certifications. At minimum, CONTRACTOR shall choose to recertify vehicles via random audits. The Debris Management Coordinator Liaison may require all loads to be recertified if conditions warrant
- 5.4.1.8 Accurate accounting of truck credits

5.5 Training and Pre-Event Workshops:

- 5.5.1 CONTRACTOR shall provide pre-event assistance through trainings, workshops or meetings with County, Cities, Schools and Special Districts and debris removal contractors at no cost to the County and District. Topics may include, but are not limited to:
 - 5.5.1.1 Debris Management Plan
 - 5.5.1.2 Establish/review applicable policies and procedures
 - 5.5.1.3 Recovery systems training (i.e.: Automated Debris Management System (ADMS))
 - 5.5.1.4 GIS assets and systems
 - 5.5.1.5 Billing protocols
 - 5.5.1.6 Technical assistance administration
 - 5.5.1.7 Other area-specific operational considerations and caveats

6.0 Additional Requirements under this Agreement if funded by Federal or State Funds:

- 6.1 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) must be applied to all tiers of subcontractors.
- 6.2 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. CONTRACTOR shall 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.

- 6.3 All time and materials contracts are subject to ongoing monitoring by either COUNTY personnel and/or an independent third party monitoring firm.
- 6.4 On any contract, including unit price, lump sum, time and materials, etc., no COUNTY employee shall have the authority to authorize additional work beyond the explicit terms of the written contract, without the express written authorization of the COUNTY. 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 agency in any claim or litigation related thereto.
- 6.5 CONTRACTOR also agrees to comply with federal requirements and procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 6.6 CONTRACTOR shall perform no work not expressly included in the scope of work. Any such work done which is not in the contract scope of work is done at the CONTRACTOR's own risk.

EXHIBIT B
PAYMENT PROVISIONS

1.0 DISASTER-RELATED DEBRIS REMOVAL MONITORING AND MANAGEMENT HOURLY RATES:

1.1 CONTRACTOR understands that this is a usage Contract between the COUNTY and the CONTRACTOR for Professional Services, Disaster-Related Debris Removal Monitoring Services, as detailed in Exhibit A, Scope of Work. CONTRACTOR agrees to accept the specified compensation as set forth in this Contract 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 Contract never be utilized.

2.0 HOURLY RATE SCHEDULE:

2.1 Partial payment for services may be allowed at the COUNTY's discretion.

2.2 Fees for the tasks/services are to be determined, as this is a stand-by/pre-positioned contract to be activated on an as-needed basis, and a cap shall be set for the initial scope of service. If, during the performance of work, it is determined additional hours, expenses and/or funding is required in order to complete a project, the CONTRACTOR and the COUNTY will mutually agree on a new/revised estimated cost and the contractor will not proceed without written authorization from an authorized representative of the COUNTY.

2.3 To the extent that the COUNTY requests the CONTRACTOR's assistance, the following positions and hourly labor rates shall apply to specific services. The fees for these services may be provided on a fixed fee or time and materials basis. The hourly rates are fully burdened to include overhead, profit, insurance and travel expenses. All specialized expenses, such as environmental equipment and laboratory costs, as may be applicable to the project must be pre-approved by the COUNTY and shall be invoiced at cost plus 10% mark-up.

2.3.1 Disaster Debris Monitoring and Management Hourly Labor Rates:

Classification/Titles	Hourly Rate
Debris Monitoring Coordination Liaison	\$85.00
Field Project Manager	\$85.00
Operations Manager	\$65.00
Health and Safety Officer	\$75.00
Data Manager	\$55.00
Arborist	\$95.00
Environmental Specialist	\$95.00
GIS Analyst	\$59.00
Field Supervisor	\$48.00
Billing/Invoice Analyst	\$45.00
Disposal Site Monitor	\$36.00
Collection Monitor	\$36.00
Project Coordinator	\$34.00

2.3.2 Electronic Ticketing Device: As an optional service, CONTRACTOR can provide automated debris management system (ADMS - a handheld, electronic ticketing device) for an additional \$2.00 per hour to specific labor categories to cover the costs associated with using CONTRACTOR's ADMS. The specific labor categories include operations manager, data manager, field supervisor, disposal site monitor, and collection monitor. The use of CONTRACTOR's ADMS is at the discretion of the COUNTY.

2.3.3 Environmental Debris Removal Monitoring Hourly Labor Rates:

Classification/Titles	Hourly Rate
Field Project Manager (Environmental)	\$189.00
Health and Safety Officer	\$90.00
Operations Chief	\$99.00
Division Supervisor	\$69.00
Task Force Leader – Cleanup Site	\$55.00
Task Force Leader – Materials Receiving Facilities	\$75.00
Site Inspector	\$85.00
Planning Chief	\$95.00
Planning Assistant	\$45.00
GIS Professional	\$59.00
Logistics Chief	\$85.00
Financial/Administrative	\$95.00
Accounting and Administrative Staff	\$45.00

2.3.4 Homeland Security and Emergency Management Consulting/Planning Hourly Labor Rates:

Classification/Titles	Hourly Rate
Administrative Specialist I	\$40.00
Administrative Specialist II	\$48.00
Research Assistant	\$51.00
Proposal Coordinator	\$53.00
Comm. Technician	\$57.00
Help Desk Operator	\$62.00
Administrative Specialist III	\$64.00
Research Assistant II	\$66.00
Services Center/Logistics Specialist	\$68.00
Analytical Aide	\$75.00
Planning Aide	\$80.00
Project Control Specialist	\$83.00
Oracle Database Administrator	\$85.00
Consulting Aide	\$85.00
Assistant Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$95.00
Program Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$100.00
System Administrator	\$105.00
Law Enforcement Subject Matter Expert/Trainer	\$110.00
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist I	\$110.00
Public Assistance/Grant Management Consultant	\$115.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$122.00
Project Manager/Consultant//Vonsultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$125.00
Project Manager/Consultant//Vonsultant/Planner/Scientist/Assessor/Environmental Specialist Analyst	\$135.00
Senior Public Assistance/Grant Management Consultant	\$135.00
Senior Oracle DBA	\$138.00
Senior Planner/Assessor/Scientist/Analyst	\$145.00
Supervising Public Assistance Consultant	\$150.00
Senior Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$150.00
Supervising Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$158.00
Program Manager	\$165.00
Senior Program Manager	\$175.00
Principal Consultant/Planner/Scientist/Assessor/Analyst	\$195.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	\$225.00
Subject Matter Expert	\$244.00
Senior FEMA Appeals Legal Specialist	\$350.00

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" or ineligible 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.
 3. Daily equipment use, if applicable.
 4. List of all supplies and materials, if applicable.
 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.