

CONTRACT MA-080-22010092

FOR

DISASTER-RELATED DEBRIS MANAGEMENT SERVICES

BETWEEN

OC PUBLIC WORKS

AND

ASHBRITT, INC.



**CONTRACT MA-080-22010092
FOR
DISASTER-RELATED DEBRIS MANAGEMENT SERVICES
WITH
ASHBRITT, INC.**

THIS Contract MA-080-22010092 for Disaster-Related Debris Management Services (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California and the Orange County Flood Control District, a body corporate and politic, (collectively referred to as “County”) and Ashbritt, Inc., with a place of business at 565 E. Hillsboro Blvd., Deerfield Beach, FL 33441 (“Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference in this Contract:

Attachment A – Scope of Work

Attachment B – Payment/Compensation

Attachment C – Staffing Plan

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Disaster-Related Debris Management Services under a firm fixed fee/usage Contract; and,

WHEREAS, County solicited Contract for Disaster-Related Debris Management Services as set forth herein, and Contractor represented that it is qualified to provide Disaster-Related Debris Management Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Disaster-Related Debris Management Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Disaster-Related Debris Management Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree

to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in **article "Z,"** and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or

copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **article "Z"** below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

In the event of change of control, to the extent necessary, Contractor shall provide reasonably requested assistance in the transferring of services.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance

of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|---|---|
| Commercial General Liability | \$5,000,000 per occurrence \$5,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | \$1,000,000 per occurrence |
| Workers Compensation | Statutory |
| Employers Liability Insurance | \$1,000,000 per occurrence |
| Pollution Liability* | \$5,000,000 per claims- made, or occurrence |

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange and Orange County Flood Control District, their elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds.

2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange and Orange County Flood Control District, their elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and Orange County Flood Control District, their elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Pollution Liability is "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owner(s) shall be required under the terms of sale or other instruments of transfer to assume

Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of **article "Z,"** below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County of Orange and Orange County Flood Control District, their elected and appointed officials, officers, agents and employees, and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of

administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the County’s project manager.

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned DPA in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Amendment No. 1

DD. **Levine Act Requirements:** Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor’s agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Disaster-Related Debris Management Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A”.
2. **Term of Contract:** The term of this Contract shall be effective upon execution of all authorized signatures or approval by the Orange County Board of Supervisors, whichever occurs later, and shall continue for three (3) years from that date unless otherwise terminated as provided herein.

Amendment No. 1

Contract shall be renewed for two (2) years from November 23, 2024 through November 22, 2026, unless otherwise terminated as provided herein.

3. **Renewal:** This Contract may be renewed upon expiration of the initial term, for a two-year renewable term, upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.
4. **Aggregate Contract:** This is an Aggregate Contract with AshBritt, Inc. and DRC Pacific, Inc.
5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned DPA.
6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
8. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
10. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

11. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
12. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
13. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned DPA must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

14. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
15. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
16. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent

payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

17. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
18. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
19. **County's Safety and Loss Prevention Resource Manual:** Contractor shall comply with the County's Safety and Loss Prevention Resource Manual and submit a copy of their Injury and Illness Prevention Program (IIPP) to the County's Project Manager prior to the start of the project. The IIPP shall meet the minimum requirement of California Code of Regulations, Title 8, Section 1509 or 3203. Contractor shall submit other safety programs that pertain to the type of job that will be performed on site.
20. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
21. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
22. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article 30 "Notices," such matter shall be brought to the attention of the County DPA by way of the following process:

- a. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
- b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Article K herein.

23. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

24. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

25. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

26. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

27. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title I of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

28. **Follow-On Work – Service Contract:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.
29. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.
30. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Ashbritt, Inc.
Attn: Rob Ray
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441
Phone: 954-725-6992
Email: r-ray@ashbritt.com

County's Project Manager: County of Orange/OC Operations & Maintenance
Attn: Trevor Richardson
2301 N. Glassell St.
Orange, CA 92865
Phone: 714-955-0234
Email: Trevor.Richardson@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
Attn: Richard Nguyen, County DPA
601 N. Ross St.
Santa Ana, CA 92701
Phone: 714-667-9633
Email: Richard.Nguyen@ocpw.ocgov.com

31. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
32. **Royalties:** The County will not pay royalties as a result of work performed under this Contract. All written work resulting from this Contract shall be the property of the County of Orange, and any copyrights associated with that work shall belong to the County of Orange and shall be so designated on the written materials.
33. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
34. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
35. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned DPA of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

36. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract. In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

37. **Project Manager, County:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

38. **Mandatory Kick-Off Meeting:** Upon award of this Contract, the awarded Contractor(s) shall attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the Contract, and the invoice payment process. A quarterly check-in meeting will be required to review any issues with the Contract.

39. **Prevailing Wage:**

a. **Threshold Requirements for Prevailing Wages:** Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

b. **Wage Rates:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

c. **Apprenticeship Requirements:** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

d. **Registration of Contractor:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

If the project meets or exceeds these amounts, the County and the Contractor are required to register the project with the California Department of Industrial Relations.

e. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide, in summary:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
- ii. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 1. The information contained in the payroll record is true and correct; and,
 2. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt

of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

- f. **Work Hour Penalty:** Eight (8) hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

- g. **Apprentices:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, he Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

40. **Payment and Performance Bonds:** A payment bond and performance is required for a public works contract involving expenditure in excess of twenty-five thousand dollars (\$25,000) and no work can be commenced prior to both bonds being approved the County.

The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for \$60,000, in accordance with *Section 9554 of the Civil Code*, and one surety bond in the amount of \$60,000, guaranteeing the faithful performance of the Contract. If at any time the value of the total task orders is expected to exceed \$60,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be approved by the office of the County Counsel and the County Executive Office of Orange County. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com. The Surety Company must also be authorized to write in California by the Department of the Treasury, and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by OC Public Works, the Contractor shall promptly furnish such additional security as may be required by OC Public Works or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

Signature Page Follows

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

ASHBRITT, INC. *

| | | | |
|--------------------------|-------------------|-------|-----------|
| <i>Brittany Castillo</i> | Brittany Castillo | CEO | 9/20/2021 |
| Signature | Name | Title | Date |

| | | | |
|-------------------|------------|--------------------|-----------|
| <i>Dow Knight</i> | Dow Knight | Sr. Vice President | 9/20/2021 |
| Signature | Name | Title | Date |

COUNTY OF ORANGE, a political subdivision of the State of California, and,
COUNTY OF ORANGE FLOOD CONTROL DISTRICT, a body corporate and politic
COUNTY AUTHORIZED SIGNATURE:

| | | | |
|----------------------|---------------|-------------------------|------------|
| <i>Carlos Corona</i> | Carlos Corona | Deputy Purchasing Agent | 11/23/2021 |
| Signature | Name | Title | Date |

APPROVED AS TO FORM:
 County Counsel

By: *William Ninh*
 Deputy

Name: William Ninh

Date: 9/21/2021

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A SCOPE OF WORK

1. Background

The Silverado/Modjeska Canyons and Freeway Complex Fires created a need for collaboration amongst the County of Orange, Orange County Flood Control District and Orange County cities to take proactive measures in disaster response and recovery service. The County, in collaboration with Orange County Flood Control District and Orange County cities, is considering development of a multi-jurisdictional disaster-related debris management plan for disaster response and recovery service. The disaster-related debris management plan will support the current mutual aid agreement commitments between the County and Orange County Flood Control District and Orange County cities.

The County's disaster-related debris management plan addresses the collection, processing and disposal of the volumes and variety of debris expected to be generated by a major disaster such as an earthquake, major wildfire, storm or any other natural and/or man-made disaster. The purpose of the County's disaster-related debris management plan is to ensure timely, coordinated recovery operations, including removal of debris from public property and rights-of-way throughout the County unincorporated areas and collaborating cities using a combination of County, city and contractor forces.

The County's objective is to retain contractual resources (Contractor) but County reserves the right to use the County's and participating cities' 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 to 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. The Contractor must adhere to all federal, state and local laws, codes and ordinances, and assist the County with recovering Contract expenses through the Federal Emergency Management Agency (FEMA) claim reimbursement process. This includes working in conjunction with an independent debris monitoring service which will validate equipment, loads and materials collected.

This Contract for the County's disaster-related debris management will be a usage Contract that will be utilized only in the face of an emergency. No compensation will accrue to the Contractor unless and until the Contract is utilized by the County either in anticipation of a natural disaster or after such a disaster.

2. General Requirements

The purpose of this Contract is to provide disaster-related debris management services for the County of Orange, California, for the collection, processing and disposal of debris resulting from natural or man-made disaster events including but not limited to earthquakes, fires and floods. This Contract may be activated for County, State and Federally declared disaster events. The Scope of Work includes the following:

- Debris clearance operations as directed by the County's Debris Management Coordinator.
- Obtaining all necessary local, state and federal permits.
- The collection and removal of debris from public rights-of-way, streets, roads, flood control facilities, ditches and other public properties.
- 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 departments.
- The disposal of debris.
- The establishment and operations of temporary debris storage and reduction (TDSR) sites.

- 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.
- The restoration of TDSR sites.
- Performing debris by-product recycling programs.
- Hauling non-recycled debris and debris reduction by-products to an authorized disposal facility.
- Providing traffic control during debris loading operations on public rights-of-way.
- The provision of community relations support during all phases of disaster recovery work as directed by the County's Debris Management Coordinator.
- Validating loads, materials and equipment with contracted debris monitoring services.
- Creating, maintaining and updating relevant paperwork for relevant State and Federal reimbursement programs.

Other disaster response and recovery work may be added, such as screening sand for beach replenishment, and any requirements or rates not covered by this proposal will be negotiated. The Contractor shall furnish all necessary personnel, material, equipment, labor, supervision, facilities, and shall provide all services necessary for, or incidental to, the performance of all work as defined in the Scope of Work. 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.

The Contractor must be duly licensed to perform the work in accordance with all federal, state and local requirements. The Contractor shall coordinate with the County to obtain all permits necessary to complete the work. The Contractor shall be responsible for and in compliance with any additional permits necessary to perform under the Contract, but at minimum must hold a California Class A General Engineering Contractor license with (or a list of subcontractors with) an ASB (Asbestos) Certification and/or a HAZ (Hazardous Substance Removal) Certification. Copies of all permits and licenses shall be submitted to the County as soon as available.

As this is a usage contract, the quantity of work required is not known at this time. Payment will be made at the negotiated contracted rates specified in Attachment B. The output will be verified by the County in the daily operational report. All rates are to include all related costs, inclusive of the cost of personal protective clothing (to include hardhats, gloves, eye protection and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs.

3. Debris Management

This Contract for debris collection, processing and disposal will be on a usage basis for the purpose of having Contractor immediately available and committed to assisting the County in the aftermath of a major disaster. Contractor under this Contract will serve as a general contractor for the purpose of debris collection, processing and disposal operations, and will be able to use its own subcontractor resources to meet the obligations of this Contract. Contractor will work in conjunction with an independent contracted debris monitoring service per State and Federal guidelines. To prevent conflict of interest, monitoring services must not have vested interest in the debris removal contract or contractor.

The Contractor shall disclose present and future debris management contractual obligations throughout the term of this Contract 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 Contract. Such disclosure shall be provided to the County in the proposal.

The Contractor shall, to the extent practical, give priority to utilizing resources in the County of Orange and the surrounding areas, including but not limited to procuring supplies and equipment, awarding sub-contracts, and employing workers. The Contractor shall identify sub-contractors it intends to use on this Contract and their intended Scope of Work. The Contractor shall furnish copies of Letter of Intent with local sub-contractors with the proposal.

3a. 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 bonds, 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.

When a major disaster occurs or is imminent, the County will contact the Contractor to advise it of the County's intent to request services. The Contractor will employ and maintain a qualified and accessible Operations Manager who shall have the full authority to act on behalf of the Contractor. All communications given to the supervisor in writing by the County shall be binding. The Contractor shall report to the County Project Manager within 24 hours of the Notice to Proceed for each work order directive issued.

The Contractor shall assign and provide an Operations Manager to the County's Debris Management Center to serve as the principal liaison between the County's Debris Management Coordinator, Debris Monitoring Service and the Contractor's forces. The assigned Operations Manager must be knowledgeable of all facts of the Contractor's operations and have authority in writing to commit the Contractor. The Operations Manager 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. The Operations Manager will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The Operations Manager will report to the County's Debris Management Coordinator. This position will not require a constant presence on-site; however, the Operations Manager will be required to be physically capable of responding to the County's Debris Management Coordinator within one hour of notification.

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, consistent with the Scope of Work. 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.

3b. 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. The Contractor should expect to encounter white goods, such as household appliances. The Contractor shall collect 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 the handling of white goods, as this cost shall be included in the cost price for white goods removal and disposal.

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.

4. Debris Collection and Removal Services

The Contractor shall provide for the removal of debris from various areas within the County of Orange as designated by the County's Debris Management Coordinator. Debris removal shall be limited to County streets, roads, flood control channels and other rights-of-way, all County of Orange 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.

Independent debris monitoring services will be utilized to evaluate disaster response and recovery measures by providing the following services:

- Debris removal monitoring services per FEMA Public Assistance policy and procedures including: determining the eligibility (or ineligibility) of debris, mandated special considerations, site development and restoration, certification of hauling vehicles, compliance with State and Federal regulations, site safety, verification of contracted removal services, hazardous trees and map locations.
- Load capacities, load quantities, debris management, site operations, public and site safety, collection locations, debris types and amounts.
- Load tickets (in towers and in the field).
- Ensure hazardous waste is not mixed in with loads.
- Ensure that all debris is removed from trucks at the Temporary Debris Storage and Reduction (TDSR) site(s).
- Ensure that only debris specified in the scope of work is collected.
- Ensure daily loads meet permit requirements.
- Assure that debris contractor work is within the assigned scope of work.
- Identify work for potential eligibility (or ineligibility) per FEMA guidelines.
- Validate hazardous trees including hangers, leaners and stumps.
- Monitor site development and restoration of TDSR site(s).
- Ensure that work stops immediately in an area where human remains or potential archeological deposits are discovered.
- Immediately report to County Debris Management Coordinator or designee if debris removal work does not comply with all local ordinances as well as State and Federal regulations.
- Immediately report to County Debris Management Coordinator or designee if contractor personnel or public safety standards are not being followed.
- Immediately report to County Debris Management Coordinator or designee if improper equipment is utilized, equipment is misused or contractor noncompliance.
- Immediately report to County Debris Management Coordinator or designee if completion schedules are not on task.
- Accurately measure and certify hauling vehicle capacities.
- Certify hauling vehicles on a regular basis.
- Ensure accurate credit for haul loads.
- Ensure that hauling vehicles are not artificially loaded or enhanced to maximize reimbursement.

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.

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.

The Contractor shall provide all labor and materials necessary to operate and maintain all equipment under this Contract. The Contractor shall provide sufficient management, administration, supervision and safety quality controls to assure the safety, quality, completeness, and timely progress of the work. The Contractor shall provide its own personnel to provide the above functions and not the personnel of its sub-contractors. The Prime Contractor must utilize applicable prevailing wage rates and will all tiers of subcontracting entities below its company. 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 Management Coordinator. The Contractor shall remove all dirt, mud and debris from the roadways resulting from its operations. The Contractor shall notify the Debris Management Coordinator's office by 2 p.m. each day 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 the Contractor's crews.

4a. 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 (see 3b.) 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. Unless otherwise directed by the County, mixed loads are prohibited. The Contractor shall segregate debris at the curb, when necessary.

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.

4b. 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.

4c. Removal of Hazardous Trees and Hanging Limbs from County Rights-of Way and Public Properties

If directed by the County's Debris Management Coordinator, 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. Payment shall be per size of the tree. 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.

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.

4d. Hazardous Stump Removal

The Contractor is responsible for extraction of eligible partially uprooted hazardous stumps as directed by the County. If directed by the County, the Contractor shall team with debris monitoring services to remove and haul partially hazardous tree stumps. Each stump shall be inspected by the County 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.

4e. 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.

4f. 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:

- Ticket Number
- Contractor's Name
- Crew Number
- Truck Number
- Date
- Debris Removal (Pickup) Location
- Debris Removal (Pickup) Location Departure Time
- TDSR or Disposal Site Location
- TDSR or Disposal Arrival Time
- Debris Classification
- Debris Quantity
- 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.

4g. Debris Removal Equipment

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 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 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 are designated for use under this Contract shall not be used for any other work during the working hours of this Contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this Contract.

4h. Debris Removal Reports

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

- Reporting date
- Location of work (street names and address blocks)
- Contractor's name performing work at each location
- Number of passes performed at each location
- Daily and cumulative totals of debris removed, by category
- Itemized Load Ticket Information
- Any problems encountered or anticipated

Discrepancies between the daily report and the corresponding load tickets shall be reconciled with the Debris Management Coordinator no later than 11:00 a.m. the following work day.

4i. 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 County Debris Management Coordinator, and shall settle valid claims within thirty (30) calendar days. County Debris Management Coordinator shall have final authority over damage assessment and dispute resolution. The Contractor shall provide the County's Debris Management Coordinator 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.

5. Debris Processing and Disposal

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.

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.

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.

The Contractor is solely responsible for worker safety, including its subcontractors and suppliers, in accordance with all federal, state and local laws and regulations.

The Contractor shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance and safety measures at the TDSR site. The Contractor shall direct traffic entering and leaving the site and shall direct all loading and unloading operations at the site.

Upon completion of the debris reduction process, the Contractor shall clear the sites of all debris and restore the sites to their original condition and to the satisfaction of the County.

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's 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 Contract shall not be used for any other work during the working hours of this Contract.

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

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. Beneficial reuse of the chips is strongly encouraged.

5a. TDSR Site Requirements

The Contractor will provide a site operations plan for review by the County and debris monitoring contractor prior to beginning work. At a minimum, the plan will address the following:

- Access to the site
- Traffic control procedures
- Site management, to include point-of-contact, organizational chart, etc.
- Site security
- Site safety
- Site layout/segregation plan
- Hazardous waste materials plan
- 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 ¾ 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 handrail. 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 Coordinator.

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 Contract. 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.

5b. Household Hazardous Waste (HHW)

The Contractor may be required to construct a containment area at the TDSR site(s) for HHW. This containment area shall be sufficiently impervious to contain spills.

This material shall be segregated from the remaining debris using a method that will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area.

The Contractor will be responsible for reporting to the County and cleaning up all HHW spills caused by the Contractor's operations at no additional cost to the County. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state and local laws and regulations. Spills shall be reported in accordance with federal, state and local regulations.

5c. Debris Processing and Disposal Reports

The Contractor shall prepare daily reports, in accordance with Cal EOS/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:

- Reporting date
- Daily and cumulative totals of debris processed, by method
- Daily and cumulative totals of debris disposed of, by location
- Daily and cumulative totals of HHW debris segregated
- 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.

5d. Damage Claims

The Contractor shall submit a weekly report to the Debris Management Coordinator on an Excel Spreadsheet summarizing the current status of all damage claims. The weekly report shall include the name, access and phone number of the claims, a summary of the claim and the status or the resolution.

5e. Additional Required Equipment

The Contractor shall have available additional equipment including, but not limited to, backhoes, bulldozers, etc. for the County's use as requested by the County.

6. 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:

- Temporary debris site selection and evaluation;
- Emergency facility and route designation and priorities;
- Review of debris management plans;
- Environmental and historical structure considerations;
- Local subcontractor participation (with accompanying training workshops);
- Recovery systems training (i.e. – Debris Management System (DIMS));
- GIS assets and systems;
- Billing protocols;
- Technical assistance administration; and
- Other area-specific operational considerations and caveats.

**ATTACHMENT B
PAYMENT/COMPENSATION**

1. ~~COMPENSATION: This is a usage Contract between the County and Contractor for Disaster Related Debris Management Services, as provided in Attachment A, Scope of Work. The Respondent agrees to accept the specified compensation as set forth in the final negotiated contract as full payment 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 Respondent of all its duties and obligations hereunder. The Respondent shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**~~
2. ~~FEES AND CHARGES: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:~~

| a.—Price Breakdown | | | |
|---------------------------|---|---------------------|--------------|
| Item | Task Description | Unit Measure | Price |
| U000 | Project Management/Technical Assistance/Annual Training | N/A | \$0.00 |
| U001 | <i>Rights of Way (ROW) Vegetative Collection Rate</i> | | |
| U002 | 0-5 miles to debris management site | Cubic Yard | \$10.95 |
| U003 | 6-10 miles to debris management site | Cubic Yard | \$11.95 |
| U004 | 11-15 miles to debris management site | Cubic Yard | \$12.95 |
| U005 | 16-20 miles to debris management site | Cubic Yard | \$14.95 |
| U006 | 21-30 miles to debris management site | Cubic Yard | \$16.95 |
| U007 | 31-60 miles to debris management site | Cubic Yard | \$18.95 |
| U009 | <i>Rights of Way (ROW) Construction & Demolition Collection Rate</i> | | |
| U010 | 0-5 miles to debris management site | Cubic Yard | \$11.95 |
| U011 | 6-10 miles to debris management site | Cubic Yard | \$12.95 |
| U012 | 11-15 miles to debris management site | Cubic Yard | \$13.95 |
| U013 | 16-20 miles to debris management site | Cubic Yard | \$15.95 |
| U014 | 21-30 miles to debris management site | Cubic Yard | \$17.95 |
| U015 | 31-60 miles to debris management site | Cubic Yard | \$19.95 |
| U024 | <i>Management of TDSRS and Debris Processing</i> | | |
| U025 | Site preparation and management | Cubic Yard | \$2.85 |
| U026 | Debris processing/reduction, by grinding (Vegetative) | Cubic Yard | \$2.38 |
| U027 | Debris processing/reduction, by burning (Vegetative) | Cubic Yard | \$1.75 |
| U028 | Debris processing/reduction, by compaction (C&D) | Cubic Yard | \$2.61 |
| U030 | <i>Debris Disposal (to Final Destination, Landfill)</i> | | |
| U031 | Final disposal of reduced/compacted materials, 0-15 miles | Cubic Yard | \$5.13 |
| U032 | Final disposal of reduced/compacted materials, 16-30 miles | Cubic Yard | \$5.99 |
| U033 | Final disposal of reduced/compacted materials, 31-60 miles | Cubic Yard | \$6.84 |
| U034 | Transporting processed debris to final disposal (>60 miles). *Disposal Tipping Fee is a pass-through cost. | Cubic Yard/Mile | \$0.28 |

| | | | |
|-------------|---|------------------------|--------------|
| U036 | <i>Hazardous Stump Removal & Collection</i> | | |
| U037 | Stump extraction and hauling to TDSRS (> 24" to 36" diameter) | Per Stump | \$295.00 |
| U038 | Stump extraction and hauling to TDSRS (> 36" to 48" diameter) | Per Stump | \$450.00 |
| U039 | Stump extraction and hauling to TDSRS (> 48" to 60" diameter) | Per Stump | \$645.00 |
| U040 | Stump extraction and hauling to TDSRS (> 60" to 72" diameter) | Per Stump | \$520.00 |
| U042 | Backfill Material (Compatible soil to fill stump voids) | Cubic Yard | \$22.23 |
| Item | Task Description | Unit Measure | Price |
| U051 | <i>Hazardous Trees & Dangerous Hanging Limbs (Hangers)</i> | | |
| U053 | Trees on or in ROW, 6-12" diameter | Per Tree | \$159.00 |
| U054 | Trees on or in ROW, 13-24" diameter | Per Tree | \$329.00 |
| U055 | Trees on or in ROW, 25-48" diameter | Per Tree | \$589.00 |
| U058 | Hanging/Damaged branches and limbs (hangers) | Per Tree | \$165.00 |
| U060 | <i>Other Unit Services</i> | | |
| U061 | Dead Animal Carcass hauling and disposal | Per Pound | \$4.82 |
| U062 | Household Hazardous Waste (HHW) removal and disposal | Per Pound | \$19.95 |
| U064 | White Goods removal, collection and hauling (to DMS/FDS) | Each | \$102.25 |
| U065 | Freon management & recycling (at work site/DMS/FDS, as applicable) | Each | \$103.00 |
| U066 | Electronic Waste (E-waste) removal (load, haul and dump at DMS/FDS [recycler] with permissions) | Each | \$111.00 |
| U070 | Storm Sewer and culvert cleaning (to include all necessary equipment/materials) | Linear Foot | \$48.00 |
| U071 | Abandoned Vehicle Removal (tow/transfer passenger vehicle)/* | Each | \$317.00 |
| U072 | Abandoned Vehicle Removal (tow/transfer recreational vehicle up to 24')/* | Each | \$586.00 |
| U073 | Operation of secure aggregation site for vehicles and vessels | Foot | \$2,371.00 |
| U077 | Hazardous Waste Containment Area Construction (as applicable, TDSRS, DMS) | Each | \$8,450.00 |
| U078 | <i>Some special unit services (*) may require unique considerations with respects to scope of work as they may require unexpected additional effort. As such, at the discretion of the County and AshBritt further negotiation may be needed on a case-by-case basis.</i> | | |
| U079 | Wildfire Response/Recovery Specific Unit Prices | | |
| U080 | Performance Bond, Payment Bond and Pollution liability Insurance | Lump Sum | TBD |
| U081 | Mobilization to Project Area, Debris Removal Crew | Each Crew | \$6,000.00 |
| U082 | Community Dust Control | Crew Day, Each Crew | \$1,600.00 |
| U083 | Community Street Sweeping | Crew Day, Each Crew | \$1,630.00 |
| U084 | Community Traffic Control | Crew Day, Each Crew | \$1,790.00 |
| U085 | Traffic Control Pilot Car & Operator | Crew Day, Each Crew | \$1,000.00 |
| U086 | Traffic Control Additional Flagger (when necessary) | Crew Day, Each Crew | \$800.00 |
| U087 | Portable Changeable Message Sign | Crew Day, Each Crew | \$200.00 |

| | | | | |
|------------------------|---|---------------------------|------------------------|-------------------|
| U088 | Asbestos Abatement, Three Person Asbestos Abatement Crew | | Crew Day, Each Crew | \$4,600.00 |
| U089 | Asbestos Abatement, Per Yard Costs for proper Transport & Disposal | | Cubic Yard | \$69.00 |
| U090 | Miscellaneous Metals Collection and Loading | | Ton | \$79.00 |
| U091 | Burned Debris & Ash Collection and Loading | | Ton | \$79.00 |
| U092 | Contaminated Soil and Residual Ash Collection and Loading | | Ton | \$79.00 |
| U093 | Concrete Collection and Loading | | Ton | \$61.00 |
| U094 | Contaminated Soil—Lot Re-Scrape | | Ton | \$63.00 |
| U095 | Erosion Control—Hydromulch of ash footprint | | Lot | \$1,450.00 |
| U096 | Vehicle (Burned Hulks) Collection and Loading | | Each | \$600.00 |
| U097 | Debris Removal Crew Cost (Only to be used on hard to access properties) | | Crew Day, Each Crew | \$6,000.00 |
| U098 | Miscellaneous Metals Transportation | | Ton Mile | \$1.55 |
| U099 | Burned Debris & Ash Transportation | | Ton Mile | \$1.25 |
| U100 | Concrete Transportation | | Ton Mile | \$1.25 |
| U101 | Contaminated Soil and Residual Ash Transportation | | Ton Mile | \$1.25 |
| U102 | Hazard Tree and Slash (Burned) Transportation, after cutting of Tree & Slash | | Ton Mile | \$1.50 |
| U103 | Property Owner Assistance (when necessary, 2 Hour Maximum) | | Per Crew Hour | \$500.00 |
| U104 | Aggregate Base Rock Application (when necessary) | | Ton | \$85.00 |
| U105 | Burned, Hazard Tree Removal, equal to 6 inches and less than or equal to 12 inch DBH | | Each Hazard Tree | \$320.00 |
| U106 | Burned, Hazard Tree Removal, greater than 12 inches and less than or equal to 24 inch DBH | | Each Hazard Tree | \$460.00 |
| U107 | Burned, Hazard Tree Removal, greater than 24 inches and less than or equal to 32 inch DBH | | Each Hazard Tree | \$1,750.00 |
| U108 | Burned, Hazard Tree Removal, greater than 32 inches DBH | | Each Hazard Tree | \$2,999.00 |
| U109 | Chimney/Hazardous Wall Demolition Crew | | Per Chimney/Wall | \$625.00 |
| U110 | Safety Fence Installation | | Linear Foot | \$22.00 |
| U111 | Septic Tank Abandonment Fencing Panels | | Linear Foot | \$22.00 |
| U112 | Septic Tank Abandonment Pumping and Septage Disposal | | Gallon | \$6.00 |
| U113 | Septic Tank Abandonment Removal, Excavation, and Backfill | | Each | \$2,500.00 |
| U114 | Non-Working Days (Standby) | - | Each Crew/Day | \$940.00 |
| U115 | Mobile Dedicated Heavy Duty Concrete Breaker Equipment with Operator | | Crew Day, Each Crew | \$750.00 |
| b. Hourly Rates | | | | |
| No. | Service Description | Size or Type | Unit | Unit Price |
| H000 | Heavy Equipment (Operator, fuel, maintenance included) | | | |
| H001 | Skid-Steer Loader (Mini Loader) | Bobcat 753/Cat 216/JD 313 | Hour | \$140.00 |

Attachment D

| | | | | |
|------------|--|----------------------------|-------------|-------------------|
| H002 | Extendaboomb Forklift w/ debris grapple | Bobcat V638/CatTL642 | Hour | \$168.00 |
| H003 | Backhoe, Wheel Loader, 1.0-1.5 CY | Cat 416E | Hour | \$147.00 |
| H006 | Wheel Loaders, 1.0-1.5 CY | Cat 908/JD 304/Case 321 | Hour | \$152.00 |
| H007 | Wheel Loaders, 2.5-3.0 CY | Cat 930/JD 544/Vol L70 | Hour | \$192.00 |
| H008 | Wheel Loaders, 3.0-4.5 CY | Cat 950/JD 644 | Hour | \$233.00 |
| H011 | Tracked Loader (Trackhoe w/ misc. attachments) | Cat 320/JD 690/Kob ED190 | Hour | \$165.00 |
| H012 | Knuckleboom Loader Truck (Self Loading) | 35-49 CY Body | Hour | \$190.00 |
| H012a | Knuckleboom Loader Truck (Self Loading) | >49 CY Body | Hour | \$321.00 |
| H013 | Dozer, Tracked | Cat D4 | Hour | \$180.00 |
| H014 | Dozer, Tracked | Cat D5 | Hour | \$193.00 |
| H019 | Hydraulic Excavators, 1.5 CY | Cat 320 | Hour | \$213.00 |
| H020 | Hydraulic Excavators, 2.5 CY | Cat 325 | Hour | \$233.00 |
| H024 | Motor Grader (w/ min 12' blade) | Cat 120G/125 (140 Hp) | Hour | \$206.00 |
| H025 | Off Road Truck (15-20 cy, 24MT) | Cat 725/JD 250D/Vol A25 | Hour | \$263.00 |
| H026 | 30 Ton Crane | Terex RT-335 (30MT), equal | Hour | \$359.00 |
| H027 | 50 Ton Crane | Terex RT-550 (50MT), equal | Hour | \$423.00 |
| H028 | 100 Ton Crane (8 hr minimum) | Terex HC110, KobCK1000 | Hour | \$678.00 |
| H029 | Bucket Truck | Up to 50' reach | Hour | \$239.00 |
| H030 | Bucket Truck | 51' to 75' reach | Hour | \$279.00 |
| H031 | Trash Transfer Trailer w/ Tractor | 110 Yard | Hour | \$214.00 |
| H032 | Mechanized Broom | Street Sweeper | Hour | \$129.00 |
| H033 | Water Truck | 2000 Gallon | Hour | \$145.00 |
| H034 | Service/Fuel Truck | Multi | Hour | \$136.00 |
| H038 | Stump Grinder (30" diameter or less) | Vermeer 252 | Hour | \$145.00 |
| H040 | Stump Grinder | Vermeer 60TX | Hour | \$231.00 |
| H041 | Chipper w/ 2 man crew | Morbark Storm | Hour | \$214.00 |
| H042 | 13 Foot Tub Grinder | Morbark 1300/850 HP | Hour | \$758.00 |
| H043 | 14 Foot Tub Grinder | Diamond Z 1463/1600 HP | Hour | \$838.00 |
| H044 | Air Curtain Pit Burner (Self contained) | N/A | Hour | \$83.00 |
| H045 | Air Curtain Refractory Incinerator | N/A | Hour | \$119.00 |
| H046 | 12T Lowboy Trailer (Equip. Transport w/ Tractor) | 12 Ton | Hour | \$94.00 |
| H047 | 35T Lowboy Trailer (Equip. Transport w/ Tractor) | 35 Ton | Hour | \$152.00 |
| H048 | 50T Lowboy Trailer (Equip. Transport w/ Tractor) | 50 Ton | Hour | \$207.00 |
| No. | Service Description | Size or Type /a | Unit | Unit Price |
| H052 | Vacuum Truck/Jetter | 3500 Gallon | Hour | \$439.00 |
| H053 | Crash Truck w/Impact Attenuator | N/A | Hour | \$180.00 |

| | | | | |
|------|---|-------------|------|----------|
| H054 | Power Screen | N/A | Hour | \$163.00 |
| H055 | Stacking Conveyor | N/A | Hour | \$43.00 |
| H056 | Hauling Vehicles (Operator, fuel, maintenance included) - | | | |
| H057 | Dump Truck | 5 to 15 CY | Hour | \$88.00 |
| H058 | Dump Truck | 16 to 24 CY | Hour | \$120.00 |
| H059 | Dump Truck | 25 to 34 CY | Hour | \$133.00 |
| H060 | Dump Truck (Trailer Dump w/ Tractor) | 35 to 44 CY | Hour | \$146.00 |
| H061 | Dump Truck (Trailer Dump w/ Tractor) | 45 to 54 CY | Hour | \$160.00 |
| H062 | Dump Truck (Trailer Dump w/ Tractor) | 55 to 64 CY | Hour | \$186.00 |
| H063 | Dump Truck (Trailer Dump w/ Tractor) | 65 to 74 CY | Hour | \$200.00 |
| H064 | Dump Truck (Trailer Dump w/ Tractor) | > 75 CY | Hour | \$200.00 |
| H065 | Walking Floor Trailer w/ Tractor | 100 CY | Hour | \$247.00 |
| H066 | Transportation Vehicles (Operator, fuel, maintenance <u>NOT</u> included; loaned vehicles, insurance included) | | | |
| H067 | Pickup Truck | 1/2 Ton | Day | \$60.00 |
| H068 | Pickup Truck | 3/4 Ton | Day | \$60.00 |
| H069 | Pickup Truck | 1 Ton (4x4) | Day | \$86.00 |
| H070 | Box Truck | 3/4 Ton | Day | \$163.00 |
| H071 | Utility Van | 3/4 Ton | Day | \$120.00 |
| H072 | Passenger Van | 9 Passenger | Day | \$112.00 |
| H073 | Passenger Car | Full size | Day | \$81.40 |
| H074 | Response Trailer | 20 Foot | Day | \$630.00 |
| H075 | Response Trailer | 30 Foot | Day | \$790.00 |
| H076 | Flatbed Trailer (40 ft) | GWV to 450 | Day | \$135.00 |
| H077 | Personnel/Equipment | | | |
| H078 | Project Operations Manager | Individual | Hour | \$160.00 |
| H079 | Superintendent with Cell/Truck | Individual | Hour | \$120.00 |
| H080 | Supervisor with Cell/Truck | Individual | Hour | \$112.00 |
| H083 | Health/Safety or QC Manager with Pickup Truck | Individual | Hour | \$104.00 |
| H085 | Mechanic with Truck and Tools | Individual | Hour | \$120.00 |
| H086 | Climber with Gear | Individual | Hour | \$136.00 |
| H087 | Labor/Operator with Chainsaw/Tools | Individual | Hour | \$72.00 |
| H088 | Laborer with Tools | Individual | Hour | \$52.00 |
| H089 | Traffic Control Personnel | Individual | Hour | \$75.00 |

Notes:

1. Day rate represents 10 hour day (minimum).
2. Firm Discount & Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope.
3. ~~**Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.~~
4. ~~**PRICE INCREASE/DECREASES:** No price increases will be permitted during the first term of the Contract. The County requires documented proof of cost increases on Contracts prior to any price~~

~~adjustment. A minimum of 180 days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.~~

~~5. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.~~

~~6. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.~~

~~7. **PAYMENT TERMS — PAYMENT IN ARREARS:** Invoices are to be submitted in arrears to the user agency/department to the ship to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.~~

~~Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.~~

~~Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.~~

~~8. **TAXPAYER ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.~~

~~9. **PAYMENT — INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:~~

- ~~A. Contractor's name and address~~
- ~~B. Contractor's remittance address, if different from "A" above~~
- ~~C. Contractor's Taxpayer ID Number~~
- ~~D. Name of County Agency/Department~~
- ~~E. Delivery/Service address~~
- ~~F. Master Agreement (MA) or Purchase Order (PO) number~~
- ~~G. Agency/Department's Account Number~~
- ~~H. Date of invoice~~
- ~~I. Product/Service description, quantity, and prices~~
- ~~J. Sales tax, if applicable~~
- ~~K. Freight/Delivery charges, if applicable~~
- ~~L. Total~~

~~Invoices and support documentation are to be forwarded to:~~

~~OC Public Works/Procurement Services
Attn: Accounts Payable
PO Box 4048
Santa Ana, CA 92702-4048
Email: accountspayables@ocpw.ocgov.com~~

~~Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.~~

**ATTACHMENT B
PAYMENT/COMPENSATION**

1. **COMPENSATION:** This is a usage Contract between the County and Contractor for Disaster-Related Debris Management Services, as provided in Attachment A, Scope of Work. The Respondent agrees to accept the specified compensation as set forth in the final negotiated contract as full payment 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 Respondent of all its duties and obligations hereunder. The Respondent shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**
2. **FEES AND CHARGES:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

| a. Price Breakdown | | | |
|--------------------|--|--------------------|---------|
| Item | Task Description | Unit Measure | Price |
| U000 | Project Management/Technical Assistance/Annual Training | N/A | \$0.00 |
| U001 | <i>Rights of Way (ROW) Vegetative Collection Rate</i> | | |
| U002 | 0-5 miles to debris management site | Cubic Yard | \$11.39 |
| U003 | 6-10 miles to debris management site | Cubic Yard | \$12.43 |
| U004 | 11-15 miles to debris management site | Cubic Yard | \$13.47 |
| U005 | 16-20 miles to debris management site | Cubic Yard | \$15.55 |
| U006 | 21-30 miles to debris management site | Cubic Yard | \$17.63 |
| U007 | 31-60 miles to debris management site | Cubic Yard | \$19.71 |
| U009 | <i>Rights of Way (ROW) Construction & Demolition Collection Rate</i> | | |
| U010 | 0-5 miles to debris management site | Cubic Yard | \$12.43 |
| U011 | 6-10 miles to debris management site | Cubic Yard | \$13.47 |
| U012 | 11-15 miles to debris management site | Cubic Yard | \$14.51 |
| U013 | 16-20 miles to debris management site | Cubic Yard | \$16.59 |
| U014 | 21-30 miles to debris management site | Cubic Yard | \$18.67 |
| U015 | 31-60 miles to debris management site | Cubic Yard | \$20.75 |
| U024 | <i>Management of TDSRS and Debris Processing</i> | | |
| U025 | Site preparation and management | Cubic Yard | \$2.96 |
| U026 | Debris processing/reduction, by grinding (Vegetative) | Cubic Yard | \$2.47 |
| U027 | Debris processing/reduction, by burning (Vegetative) | Cubic Yard | \$1.82 |
| U028 | Debris processing/reduction, by compaction (C&D) | Cubic Yard | \$2.72 |
| U030 | <i>Debris Disposal (to Final Destination, Landfill)</i> | | |
| U031 | Final disposal of reduced/compacted materials, 0-15 miles | Cubic Yard | \$5.34 |
| U032 | Final disposal of reduced/compacted materials, 16-30 miles | Cubic Yard | \$6.22 |
| U033 | Final disposal of reduced/compacted materials, 31-60 miles | Cubic Yard | \$7.11 |
| U034 | Transporting processed debris to final disposal (>60 miles). •Disposal Tipping Fee is a pass-through cost. | Cubic Yard/Mile | \$0.29 |
| U036 | <i>Hazardous Stump Removal & Collection</i> | | |

| | | | |
|-------------|---|------------------------|--------------|
| U037 | Stump extraction and hauling to TDSRS (> 24" to 36" diameter) | Per Stump | \$306.80 |
| U038 | Stump extraction and hauling to TDSRS (> 36" to 48" diameter) | Per Stump | \$468.00 |
| U039 | Stump extraction and hauling to TDSRS (> 48" to 60" diameter) | Per Stump | \$670.80 |
| U040 | Stump extraction and hauling to TDSRS (> 60" to 72" diameter) | Per Stump | \$540.80 |
| U042 | Backfill Material (Compatible soil to fill stump voids) | Cubic Yard | \$23.12 |
| Item | Task Description | Unit Measure | Price |
| U051 | <i>Hazardous Trees & Dangerous Hanging Limbs (Hangers)</i> | | |
| U053 | Trees on or in ROW, 6-12" diameter | Per Tree | \$165.36 |
| U054 | Trees on or in ROW, 13-24" diameter | Per Tree | \$342.16 |
| U055 | Trees on or in ROW, 25-48" diameter | Per Tree | \$612.56 |
| U058 | Hanging/Damaged branches and limbs (hangers) | Per Tree | \$171.60 |
| U060 | <i>Other Unit Services</i> | | |
| U061 | Dead Animal Carcass hauling and disposal | Per Pound | \$5.01 |
| U062 | Household Hazardous Waste (HHW) removal and disposal | Per Pound | \$20.75 |
| U064 | White Goods removal, collection and hauling (to DMS/FDS) | Each | \$106.34 |
| U065 | Freon management & recycling (at work site/DMS/FDS, as applicable) | Each | \$107.12 |
| U066 | Electronic Waste (E-waste) removal (load, haul and dump at DMS/FDS [recycler] with permissions) | Each | \$115.44 |
| U070 | Storm Sewer and culvert cleaning (to include all necessary equipment/materials) | Linear Foot | \$49.92 |
| U071 | Abandoned Vehicle Removal (tow/transfer passenger vehicle)/* | Each | \$329.68 |
| U072 | Abandoned Vehicle Removal (tow/transfer recreational vehicle up to 24')/* | Each | \$609.44 |
| U073 | Operation of secure aggregation site for vehicles and vessels | Foot | \$2,465.84 |
| U077 | Hazardous Waste Containment Area Construction (as applicable, TDSRS, DMS) | Each | \$8,788.00 |
| U078 | <i>Some special unit services (*) may require unique considerations with respects to scope of work as they may require unexpected additional effort. As such, at the discretion of the County and AshBritt further negotiation may be needed on a case by case basis.</i> | | |
| U079 | Wildfire Response/Recovery Specific Unit Prices | | |
| U080 | Performance Bond, Payment Bond and Pollution liability Insurance | Lump Sum | TBD |
| U081 | Mobilization to Project Area, Debris Removal Crew | Each Crew | \$6,240.00 |
| U082 | Community Dust Control | Crew Day, Each Crew | \$1,664.00 |
| U083 | Community Street Sweeping | Crew Day, Each Crew | \$1,695.20 |
| U084 | Community Traffic Control | Crew Day, Each Crew | \$1,861.60 |
| U085 | Traffic Control Pilot Car & Operator | Crew Day, Each Crew | \$1,040.00 |
| U086 | Traffic Control Additional Flagger (when necessary) | Crew Day, Each Crew | \$832.00 |
| U087 | Portable Changeable Message Sign | Crew Day, Each Crew | \$208.00 |

| U088 | Asbestos Abatement, Three-Person Asbestos Abatement Crew | Crew Day, Each Crew | \$4,784.00 | |
|------------------------|---|---------------------------|------------|------------|
| U089 | Asbestos Abatement, Per Yard Costs for proper Transport & Disposal | Cubic Yard | \$71.76 | |
| U090 | Miscellaneous Metals Collection and Loading | Ton | \$82.16 | |
| U091 | Burned Debris & Ash Collection and Loading | Ton | \$82.16 | |
| U092 | Contaminated Soil and Residual Ash Collection and Loading | Ton | \$82.16 | |
| U093 | Concrete Collection and Loading | Ton | \$63.44 | |
| U094 | Contaminated Soil - Lot Re-Scrape | Ton | \$65.52 | |
| U095 | Erosion Control - Hydromulch of ash footprint | Lot | \$1,508.00 | |
| U096 | Vehicle (Burned Hulks) Collection and Loading | Each | \$624.00 | |
| U097 | Debris Removal Crew Cost (Only to be used on hard to access properties) | Crew Day, Each Crew | \$6,240.00 | |
| U098 | Miscellaneous Metals Transportation | Ton-Mile | \$1.61 | |
| U099 | Burned Debris & Ash Transportation | Ton-Mile | \$1.30 | |
| U100 | Concrete Transportation | Ton-Mile | \$1.30 | |
| U101 | Contaminated Soil and Residual Ash Transportation | Ton-Mile | \$1.30 | |
| U102 | Hazard Tree and Slash (Burned) Transportation, after cutting of Tree & Slash | Ton-Mile | \$1.56 | |
| U103 | Property Owner Assistance (when necessary, 2 Hour Maximum) | Per Crew Hour | \$520.00 | |
| U104 | Aggregate Base Rock Application (when necessary) | Ton | \$88.40 | |
| U105 | Burned, Hazard Tree Removal, equal to 6 inches and less than or equal to 12 inch DBH | Each Hazard Tree | \$332.80 | |
| U106 | Burned, Hazard Tree Removal, greater than 12 inches and less than or equal to 24 inch DBH | Each Hazard Tree | \$478.40 | |
| U107 | Burned, Hazard Tree Removal, greater than 24 inches and less than or equal to 32 inch DBH | Each Hazard Tree | \$1,820.00 | |
| U108 | Burned, Hazard Tree Removal, greater than 32 inches DBH | Each Hazard Tree | \$3,118.96 | |
| U109 | Chimney/Hazardous Wall Demolition Crew | Per Chimney/Wall | \$650.00 | |
| U110 | Safety Fence Installation | Linear Foot | \$22.88 | |
| U111 | Septic Tank Abandonment Fencing Panels | Linear Foot | \$22.88 | |
| U112 | Septic Tank Abandonment Pumping and Septage Disposal | Gallon | \$6.24 | |
| U113 | Septic Tank Abandonment Removal, Excavation, and Backfill | Each | \$2,600.00 | |
| U114 | Non-Working Days (Standby) | Each Crew/Day | \$977.60 | |
| U115 | Mobile Dedicated Heavy Duty Concrete Breaker Equipment with Operator | Crew Day, Each Crew | \$780.00 | |
| b. Hourly Rates | | | | |
| No. | Service Description | Size or Type | Unit | Unit Price |
| H000 | Heavy Equipment (Operator, fuel, maintenance included) | | | |
| H001 | Skid-Steer Loader (Mini-Loader) | Bobcat 753/Cat 216/JD 313 | Hour | \$145.60 |

Attachment D

| | | | | |
|------------|--|----------------------------|-------------|-------------------|
| H002 | Extendaboom Forklift w/ debris grapple | Bobcat V638/CatTL642 | Hour | \$174.72 |
| H003 | Backhoe, Wheel Loader, 1.0-1.5 CY | Cat 416E | Hour | \$152.88 |
| H006 | Wheel Loaders, 1.0-1.5 CY | Cat 908/JD 304/Case 321 | Hour | \$158.08 |
| H007 | Wheel Loaders, 2.5-3.0 CY | Cat 930/JD 544//Vol L70 | Hour | \$199.68 |
| H008 | Wheel Loaders, 3.0-4.5 CY | Cat 950/JD 644 | Hour | \$242.32 |
| H011 | Tracked Loader (Trackhoe w/ misc. attachments) | Cat 320/JD 690/Kob ED190 | Hour | \$171.60 |
| H012 | Knuckleboom Loader Truck (Self-Loading) | 35-49 CY Body | Hour | \$197.60 |
| H012a | Knuckleboom Loader Truck (Self-Loading) | >49 CY Body | Hour | \$333.84 |
| H013 | Dozer, Tracked | Cat D4 | Hour | \$187.20 |
| H014 | Dozer, Tracked | Cat D5 | Hour | \$200.72 |
| H019 | Hydraulic Excavators, 1.5 CY | Cat 320 | Hour | \$221.52 |
| H020 | Hydraulic Excavators, 2.5 CY | Cat 325 | Hour | \$242.32 |
| H024 | Motor Grader (w/ min 12' blade) | Cat 120G/125 (140 Hp) | Hour | \$214.24 |
| H025 | Off Road Truck (15-20 cy, 24MT) | Cat 725/JD 250D/Vol A25 | Hour | \$273.52 |
| H026 | 30 Ton Crane | Terex RT 335 (30MT), equal | Hour | \$373.36 |
| H027 | 50 Ton Crane | Terex RT 550 (50MT), equal | Hour | \$439.92 |
| H028 | 100 Ton Crane (8 hr minimum) | Terex HC110, KobCK1000 | Hour | \$705.12 |
| H029 | Bucket Truck | Up to 50' reach | Hour | \$248.56 |
| H030 | Bucket Truck | 51' to 75' reach | Hour | \$290.16 |
| H031 | Trash Transfer Trailer w/ Tractor | 110 Yard | Hour | \$222.56 |
| H032 | Mechanized Broom | Street Sweeper | Hour | \$134.16 |
| H033 | Water Truck | 2000 Gallon | Hour | \$150.80 |
| H034 | Service/Fuel Truck | Multi | Hour | \$141.44 |
| H038 | Stump Grinder (30" diameter or less) | Vermeer 252 | Hour | \$150.80 |
| H040 | Stump Grinder | Vermeer 60TX | Hour | \$240.24 |
| H041 | Chipper w/ 2 man crew | Morbark Storm | Hour | \$222.56 |
| H042 | 13-Foot Tub Grinder | Morbark 1300/850 HP | Hour | \$788.32 |
| H043 | 14-Foot Tub Grinder | Diamond Z 1463/1600 HP | Hour | \$871.52 |
| H044 | Air Curtain Pit Burner (Self-contained) | N/A | Hour | \$86.32 |
| H045 | Air Curtain Refractory Incinerator | N/A | Hour | \$123.76 |
| H046 | 12T Lowboy Trailer (Equip.Transport w/ Tractor) | 12 Ton | Hour | \$97.76 |
| H047 | 35T Lowboy Trailer (Equip. Transport w/ Tractor) | 35 Ton | Hour | \$158.08 |
| H048 | 50T Lowboy Trailer (Equip.Transport w/ Tractor) | 50 Ton | Hour | \$215.28 |
| No. | Service Description | Size or Type /a | Unit | Unit Price |
| H052 | Vacuum Truck/Jetter | 3500 Gallon | Hour | \$456.56 |
| H053 | Crash Truck w/Impact Attenuator | N/A | Hour | \$187.20 |

| | | | | |
|------|---|-------------|------|----------|
| H054 | Power Screen | N/A | Hour | \$169.52 |
| H055 | Stacking Conveyor | N/A | Hour | \$44.72 |
| H056 | Hauling Vehicles (Operator, fuel, maintenance included) | | | |
| H057 | Dump Truck | 5 to 15 CY | Hour | \$91.52 |
| H058 | Dump Truck | 16 to 24 CY | Hour | \$124.80 |
| H059 | Dump Truck | 25 to 34 CY | Hour | \$138.32 |
| H060 | Dump Truck (Trailer Dump w/ Tractor) | 35 to 44 CY | Hour | \$151.84 |
| H061 | Dump Truck (Trailer Dump w/ Tractor) | 45 to 54 CY | Hour | \$166.40 |
| H062 | Dump Truck (Trailer Dump w/ Tractor) | 55 to 64 CY | Hour | \$193.44 |
| H063 | Dump Truck (Trailer Dump w/ Tractor) | 65 to 74 CY | Hour | \$208.00 |
| H064 | Dump Truck (Trailer Dump w/ Tractor) | > 75 CY | Hour | \$208.00 |
| H065 | Walking Floor Trailer w/ Tractor | 100 CY | Hour | \$256.88 |
| H066 | Transportation Vehicles (Operator, fuel, maintenance <u>NOT</u> included; loaned vehicles, insurance included) | | | |
| H067 | Pickup Truck | 1/2 Ton | Day | \$62.40 |
| H068 | Pickup Truck | 3/4 Ton | Day | \$62.40 |
| H069 | Pickup Truck | 1 Ton (4x4) | Day | \$89.44 |
| H070 | Box Truck | 3/4 Ton | Day | \$169.52 |
| H071 | Utility Van | 3/4 Ton | Day | \$124.80 |
| H072 | Passenger Van | 9 Passenger | Day | \$116.48 |
| H073 | Passenger Car | Full size | Day | \$84.66 |
| H074 | Response Trailer | 20 Foot | Day | \$655.20 |
| H075 | Response Trailer | 30 Foot | Day | \$821.60 |
| H076 | Flatbed Trailer (40 ft) | GWV to 450 | Day | \$140.40 |
| H077 | Personnel/Equipment | | | |
| H078 | Project Operations Manager | Individual | Hour | \$166.40 |
| H079 | Superintendent with Cell/Truck | Individual | Hour | \$124.80 |
| H080 | Supervisor with Cell/Truck | Individual | Hour | \$116.48 |
| H083 | Health/Safety or QC Manager with Pickup Truck | Individual | Hour | \$108.16 |
| H085 | Mechanic with Truck and Tools | Individual | Hour | \$124.80 |
| H086 | Climber with Gear | Individual | Hour | \$141.44 |
| H087 | Labor/Operator with Chainsaw/Tools | Individual | Hour | \$74.88 |
| H088 | Laborer with Tools | Individual | Hour | \$54.08 |
| H089 | Traffic Control Personnel | Individual | Hour | \$78.00 |

Notes:

- Day rate represents 10 hour day (minimum).
- Firm Discount & Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope.
- Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- PRICE INCREASE/DECREASES:** No price increases will be permitted during the first term of the Contract. The County requires documented proof of cost increases on Contracts prior to any price

adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

5. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
6. **CONTRACTOR’S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
7. **PAYMENT TERMS – PAYMENT IN ARREARS:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

8. **TAXPAYER ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
9. **PAYMENT – INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor’s name and address
- B. Contractor’s remittance address, if different from “A” above
- C. Contractor’s Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/Service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department’s Account Number
- H. Date of invoice
- I. Product/Service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/Delivery charges, if applicable
- L. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services
Attn: Accounts Payable
PO Box 4048
Santa Ana, CA 92702-4048
Email: accountspayables@ocpw.ocgov.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C
STAFFING PLAN**

| Name | Classification/Designation | Years of Experience |
|------------------|---------------------------------------|----------------------------|
| Brittany Perkins | Chief Executive Officer | 13 |
| Randal Perkins | Senior Operations Advisor | 29 |
| John Noble | Chief Operations Officer | 29 |
| Matt Gierden | Quality Control Manager | 17 |
| Dow Knight | Operations Manager | 17 |
| Rob Ray | Project Manager | 17 |
| Brett Postelli | Environmental Health & Safety Manager | 9 |

The Contractor understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of key personnel in any given category or classification shall be allowed only with prior written approval of the County Building Manager. **Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.**

Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Building Manager written approval. **Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.** County reserves the right to have any personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any personnel.

1. Subcontractor(s)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

| Company Name | Corporate Address & Local Address (if applicable) | Contact Name and Telephone Number | Project Function |
|------------------------|--|--|--|
| Filter Recycling, Inc. | 180 W. Monte Avenue, Bloomington, CA 92316 | James Goyich - 909- 546-1354 | Tree Cutting and Debris Hauling, TDSRS Operations, Demolition and Hazmat |
| Cecil Logging, Inc | PO Box 3024, Lake Arrowhead, CA 92352 | Justin W. Cecil - 562-533-2179 | Tree Cutting and Debris Hauling, TDSRS Operations |
| AA High Climbers, LLC | 1409 S Main St Yreka, CA, 96097-9501 | Curtis King - 360- 875-1334 | Tree Cutting and Debris Hauling |

| Company Name | Corporate Address & Local Address (if applicable) | Contact Name and Telephone Number | Project Function |
|------------------------|--|--|--------------------------------|
| Mountain F Enterprises | P.O. Box 1040 Lotus, CA 95651 | Day Hollis - (530) 559-1124 | Tree Removal/Debris Hauling |
| P31 Enterprises Inc. | 4288 State Hwy 70, Oroville, CA 95965 | Lori Curtis - (530) 533-0732 | Tree Removal/Debris Hauling |