

CONTRACT MA-080-17010431
FOR
DISASTER-RELATED DEBRIS MANAGEMENT SERVICES

THIS Contract Number MA-080-17010431 for Disaster-Related Debris Management Services (hereinafter referred to as "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, (hereinafter referred to as "County"), the Orange County Flood Control District, a body corporate and politic (hereinafter referred to as "District"), and AshBritt, Inc., with a place of business at 565 E Hillsboro Blvd, Deerfield Beach, FL 33441 (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to herein as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, it is the desire of the County and District to obtain Professional Services for Disaster-Related Debris Management Services under this fixed-rate usage Contract for services; and,

WHEREAS, the Contractor responded to the County-issued Request for Proposals ("RFP") solicitation offering the complete scope of services as requested in the solicitation, and Contractor has represented that its proposed services shall meet or exceed the County and District's requirements and specifications as set forth herein with highly qualified and experienced personnel dedicated to provide said services to the County and District; and,

WHEREAS, Contractor agrees to provide Disaster-Related Debris Management Services as more specifically described in the Scope of Work, attached hereto as Attachment A, and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B, and incorporated herein; and,

WHEREAS, upon commencement and completion of all services as set forth herein and agreed to by the Parties, Contractor shall assume all responsibilities and obligations inherent with providing Services;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Contractor will provide Professional Services for Disaster-Related Debris Management Services under an usage Contract for services with Contractor to be reimbursed for certain costs and expenses using a mutually agreed upon formula, inclusive of, but not limited to, the requirements set forth in the Scope of Work, Attachment A to this Contract.
2. **Term of Contract:** The term of this Contract shall become effective upon execution of all necessary signatures or upon approval of the Orange County Board of Supervisors (serving as the governing board for both the County and District), whichever occurs later, and shall continue for five (5) years from that date, unless otherwise terminated by County.
3. **Contingency of Funding:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon State legislative and budget approval; receipt of funds from, and/or obligation of funds by, the State of California to participating Cities and the County; and inclusion of sufficient funding for the services hereunder in the budget approved by participating Cities and the County 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.

4. **Precedence:** The executed Contract will consist of this Contract and all 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 attachments.
5. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager, as specified in article 20, "Notices," to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to acceptance 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 and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's Project Manager.

6. **County's Project Manager:** The County shall appoint a Project Manager, as specified in article 20, "Notices", to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall provide oversight of Contractor's performance and 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 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and accept the appointment of the replacement for the Contractor's Project Manager and key personnel. Said acceptance shall not be unreasonably withheld.

7. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a County designated location to discuss the Contractor's performance and progress under this Contract, as directed or requested by the County's Project Manager. If directed by County, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is directed by the County for the purpose of monitoring progress under this Contract.
8. **Conflict of Interest:** 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 and District. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County and District.
9. **Ownership of Documents:** The County and District has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of the County and District, and may be used by the County and District as it may require without additional cost to the County or District. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County and District.

- a. **Ownership Rights:** The originals of all artwork and other products and data produced for County Program under this Contract shall be delivered to, and become the property of the

County and District.. Copies may be made for Contractor's records, but shall not be furnished to others without written authorization from the County. Such deliverables shall become the sole property of the County and District and all rights in copyright therein shall be retained by the County and District.

10. **Title to Data:** All materials, documents, data or information obtained from the County data files or any 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.
11. **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 and District may, and in addition to any other remedies available at law, in equity, or otherwise specified in this contract:
 - a. Afford the contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this contract within which to cure the breach;
 - b. Discontinue payment to the contractor for and during the period in which the contractor is in breach; and
 - c. Offset against any monies billed by the contractor but yet unpaid by the County and District those monies disallowed pursuant to the above.
12. **Contract Disputes:** 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, such matter shall be brought to the attention of the County Deputy Purchasing Agent ("DPA"), as specified in article 20., "Notices," by way of the following process:
 - a. The Contractor shall submit to the County 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 and in accordance with the executed contract, 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.
 - c. 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 Purchasing Agent 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.
13. **Termination – Convenience of the County:** The County and District may terminate performance of work under this Contract for its convenience in whole, or, from time to time, in

part if the County's Project Manager determines that a termination is in the County and/or District's best interest. The County's Project Manager shall terminate the Contract by delivering to the Contractor a written notice of termination specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

After receipt of a notice of termination and, except as directed by the County's Project Manager, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause.

Contractor shall:

- a. Stop work as specified in the notice of termination, if Contract is terminated;
- b. Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract;
- c. Terminate all orders and subcontracts to the extent they relate to the work terminated;
- d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
- e. As directed by the County's Project Manager transfer title and deliver to the County and/or District (a) work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, information, and other property that, if the Contract had been completed, would be required to be furnished to the County and District;
- f. Complete performance of the work not terminated; and

At the completion of the Contractor's termination efforts, the Contractor may submit to the County's Project Manager a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the Contractor shall submit a final termination settlement proposal to the County's Project Manager in a format acceptable to the County and District. The Contractor shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the County and/or District upon written request of the contractor within the 90-day period. However, if the County's Project Manager determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension.

The Contractor, County, and District may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory, if any. However, the agreed amount may not exceed the total Contract price as reduced by (a) the amount of payment previously made and (b) the Contract price of work not terminated. The Contract shall be amended and the Contractor paid the agreed amount.

If the Contractor, County, and District fail to agree on the whole amount to be paid because of the termination of work, the County and District shall pay the Contractor the amounts determined by the County and District as follows, but without duplication of any amounts agreed on as set forth above:

- a. The Contract price for completed services accepted by the County and District (or sold or acquired) not previously paid for, adjusted for any savings and other charges; and
- b. Except to the extent that the County and District expressly assumes the risk of loss, the County and District shall exclude from the amounts payable to the Contractor the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the County and District.

The Contractor shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated Contract or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.

The Contractor shall have the right to appeal, under the County's protest procedure, any determination made by the County, except that if the Contractor failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal.

In arriving at the amount due the Contractor under this clause, there shall be deducted:

- a. All payment to the Contractor under the terminated portion of this Contract;
- b. Any claim which the County and District has against the Contractor under this or any other contract; and
- c. The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the County and District.

If the termination is partial, the Contractor may file a proposal with the County's Project Manager for an equitable adjustment of the price(s) of the continued portion of the Contract. The County's Project Manager shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 30 days from the effective date of termination unless extended in writing by the County's Project Manager.

The County and District may:

- a. Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the Contractor for their terminated portion of the Contract, if the County and District believes that the total of these payments will not exceed the amount to which the Contractor will be entitled; and
- b. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the County upon demand.

In determining the amount payable to the Contractor and notwithstanding any other provision, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the County and District shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.

Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the County and District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the County and District, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

14. **Orderly Termination:** 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 execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
15. **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 and District. Contractor agrees that County and District review is discretionary and Contractor shall not assume that the County and District will discover errors and/or omissions. If the County and/or District 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, District or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County and District approval thereof, County and District approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County, District, and Contractor, and the reports, files or documents will be returned to Contractor for correction.
16. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County and District, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by all Parties.
17. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County and District through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County and District projects without first obtaining permission from the County Project Manager.
18. **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 County and District. County and District 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.

19. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
20. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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.

County's Project Manager: OC Public Works/Operations & Maintenance
Attn: Lori Hanson
2301 N Glassell Street
Orange CA 92865
Phone: 714.955.0231
Email: Lori.Hanson@ocpw.ocgov.com

cc: OC Public/Procurement Section
Attn: Avelino Javier
2301 N Glassell Street
Orange CA 92865
Phone: 714.667.9627
Email: Avelino.Javier@ocpw.ocgov.com

Contractor: AshBritt, Inc.
Attn: Rob Ray
565 E Hillsboro Blvd
Deerfield Beach, FL 33441
Phone: 954.725.6992
Email: r-ray@ashbritt.com

21. **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 trial to another county.
22. **Entire Contract:** This Contract, including Attachments and Exhibits, incorporated herein by this reference as if fully set forth, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 of Orange unless authorized by County and District in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County or District employee or agent, including but not limited to

installers of software, shall not be valid or binding on County and District unless accepted in writing by County's Purchasing Agent or his designee.

23. **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 and District in writing.
24. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
25. **Delivery:** Time of delivery of goods is of the essence in this Contract. County and District reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind County and District to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Overshipments and undershipments shall be only as agreed to in writing by County and District. Delivery shall not be deemed to be complete until goods have actually been received and accepted in writing by County and District.
26. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County and District, 1) acceptance shall not be deemed complete unless in writing and until all the goods have actually been received, inspected, and tested to the satisfaction of County and District, and 2) payment shall be made in arrears after satisfactory acceptance.
27. **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 District and their indemnitees as identified in article "52" below, and as more fully described in article "52", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County and District by reason of the failure of the goods 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.
28. **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, property right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in article "52" below, it shall indemnify, defend and hold County and District and their 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, but not limited to, attorney's fees, costs and expenses.

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.

29. **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 and District. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County and District shall be invalid and shall constitute a breach of this Contract.

30. **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 sub-Contractors 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 all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
31. **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.
32. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
33. **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 and/or District. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County and/or District.
34. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County and District's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County and/or District required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
35. **Insurance Provisions:** 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 and District 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 and District 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) and deductibles shall be clearly stated on the Certificate of

Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

If the Contractor fails to maintain insurance acceptable to the County and District 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>Contractor Minimum Limits</u>
Commercial General Liability with broad form property damage, contractual liability and products and completed operations	\$5,000,000 limit per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Environmental/Pollution Insurance including NODS	\$5,000,000 per claims made or per occurrence

<u>Coverage</u>	<u>SubContractor Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability and products and completed operations	\$1,000,000 limit per occurrence \$2,000,000 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

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 2010 or CG 2033 or a form at least as broad naming the **County of Orange and District**, their elected and appointed officials, officers, agents and employees 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 and District 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 District, their elected and appointed officials, officers, agents and employees.

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

Contractor shall notify County and District 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 and/or District may suspend or terminate this 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:

County of Orange, OC Public Works
Attn: Procurement Services
2301 N. Glassell Street, 2nd Floor
Orange, CA 92865

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

County and District 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 and District.

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 and District 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.

***Certificate Holder Information**

The County of Orange has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a Contract, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. The County will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for information or corrections in order for the County to continue your Contract through the expiration date.

36. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of article "52" below, indemnify, defend, and hold County and District harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
37. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County and District's specific written approval.
38. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County and District.
39. **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 and District within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
40. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County-related records and District-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.
41. **Compliance with Laws:** Contractor represents and warrants that the 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 and District. Contractor acknowledges that County and District is relying on Contractor to ensure such compliance, and pursuant to the requirements of article "35" above and "52" below, Contractor agrees that it shall defend, indemnify and hold County and District and their Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

42. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
43. **Pricing:** The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
44. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
45. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
46. **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.
47. **Calendar Days:** Any reference to the word “day” or “days” herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
48. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.
49. **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 has 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.
50. **Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
51. **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 District, and hold harmless, County and District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County and District 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.

52. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County and District, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") and hold District, its elected and appointed officials, officers, employees, and agents, ("District" 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 and/or District by a court of competent jurisdiction because of the concurrent active negligence of County and/or District or County and/or District Indemnitees, Contractor, County, and District agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
53. **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 records, reports, files, supporting documentation, 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 and agrees to comply with Contractor's policies with respect to the protection of sensitive or confidential information.

The County and/or District 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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

54. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and 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 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

55. **Contractor Personnel – Uniforms/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 anticipated under this Contract.
56. **Contractor Personnel – 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).
 - B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
 - C. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - Will receive a copy of the company's drug-free policy statement; and
 - 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:

- A. The Contractor has made false certification, or
 - B. The Contractor violates the certification by failing to carry out the requirements as noted above
57. **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 years after final payment is received from the County and District. Storage of records in another County will require written approval from the County's Purchasing Agent or his designee.

58. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
59. **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.
60. **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 this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange and Orange County Flood Control District 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 and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance required. 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.
61. **Conflict of Interest:** 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 and District. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County and District.
62. **Material Safety Data Sheets (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County and District under the Contract. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County and District. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the County Project Manager and must also be sent to:

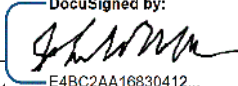
County of Orange CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702

63. **Usage:** No guarantee is given by the County and District to the contractor regarding usage of this contract. Usage figures, if provided, are approximate, based upon the last usage. The contractor agrees to supply services and/or commodities requested, as needed by the County and District, at prices listed in the contract, regardless of quantity requested.

IN WITNESS WHEREOF, the PARTIES hereto have executed this CONTRACT on the dates opposite their respective signatures:

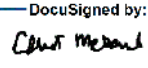
Date: 10/7/2016

ASHBRITT, INC.
a State of Florida Corporation,

DocuSigned by:
By  _____
Signature E4BC2AA16830412...
John Noble VP, COO
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 10/7/2016

DocuSigned by:
By  _____
Signature E4BC2AA16830412...
Elliot Melamed CFO
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By _____
Signature

Print Name & Title


ORANGE COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

Date: _____

By _____
Signature

Print Name & Title

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By:  _____
Deputy

ATTACHMENT A
SCOPE OF WORK**I. Background**

The Silverado/Modjeska Canyons and Freeway Complex Fires created a need for collaboration amongst the County of Orange and Orange County cities to take proactive measures in disaster response and recovery service. The County, in collaboration with 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 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, cities and contractor forces.

The County's objective is to retain contractual resources (Contractor) but County and District reserves the right to use the County and District'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 and District 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 and District'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 and District either in anticipation of a natural disaster, during the 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.

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- 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 and District 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 and District 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 and District 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 and District 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 financial 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 and District that such obligations will not preclude the Contractor from performing the required work and meeting its obligations under the Contract. Such disclosure shall be provided to the County and District in the proposal.

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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.

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 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 and District will contact the Contractor to advise it of the County and District'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 and District 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 and District, 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 and District. 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 and District.

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 and District, 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, County and District 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.

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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 and District. It is the intent that the Contractor will make as many passes as the County and District 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 and District.

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 and District.

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 management, administration, supervision and safety quality controls. The Prime Contractor and all sub-contractors must utilize applicable prevailing wage rates.. 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 and District 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 and District.

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 and District, 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 and District, shall determine the method of vegetative debris reduction. Unless otherwise directed by the County and District, 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 and District'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,

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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 and District. 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 and District 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 and District. If directed by the County and District, 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 District 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 and District 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 and District 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

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

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 and District 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 District 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 District 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

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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 and District. 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. 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 and District 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 and District will be allowed to use the sites. The County and District 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 and District.

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 and District.

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

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debris; however, the Contractor and/or the County and District 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 and District 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 and District.

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 and District.

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 and District, if requested.

Prior to commencing debris reduction and disposal operations, the Contractor shall present to the County and District'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.

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

5a. TDSR Site Requirements

The Contractor will provide a site operations plan for review by the County and District 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 and District.

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 hand rail. The tower shall include a writing surface area. The tower must be securely anchored to the ground. The Contractor may provide a mechanical lift or suitable metal scaffolding to be used in place of the constructed tower. Mechanical lifts are acceptable only on a temporary basis for use while constructing inspection towers. The metal scaffolding is not recommended due to potential threat of lightning. The Contractor shall remove and dispose of the inspection towers following completion of the debris removal at the direction of the County Debris Management 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

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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 and District 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 District and cleaning up all HHW spills caused by the Contractor's operations at no additional cost to the County and District. 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 and District. 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 and District with the preparation and submittal of Debris Site Management Reports.

5d. Damage Claims

In regard to damage claims resulting from contractor operations as set out in Section 4i on page 27, 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 and District's use as requested by the County and District.

6. Training and Pre-Event Workshops

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The Contractor shall conduct annual training and pre-event planning workshops at no cost to the County and District. 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.

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**ATTACHMENT B
CONTRACTOR'S PRICING**

- I. Compensation:** This is a usage Contract between the County, District, and Contractor for Professional Services, Disaster-Related Debris Removal Monitoring Services, as provided in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified rates as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County and District shall have no obligation to pay any sum, should the Contract never be utilized.

- II. Payment Schedule:** The County and District will pay the following rates in accordance with the provisions of this Contract; partial payment may be allowed at the County Project Manager's discretion. Payment will only be made for disaster related debris management services that CalEMA/FEMA determines eligible, as identified in the FEMA Regulations, Public Assistance Guides and Fact Sheets. The equipment rates listed below include the cost of experienced, licensed operators. Any deployment of equipment or labor listed below is subject to prior approval by the County Project Manager.

a. Price Breakdown:

Emergency Disaster Assistance Recovery - Unit Fee Schedule (Schedule 1)

Item	Task Description	Unit Measure	Price
U000	Project Management/Technical Assistance/Annual Training	N/A	\$0.00
U000	First Response (Emergency Road Clearance, First Push)	Hourly	See Schedules 1a & 2a
U001	Rights of Way (ROW) Vegetative Collection Rate_/a		
U002	0-5 miles to debris management site	Cubic Yard	\$7.600
U003	6-10 miles to debris management site	Cubic Yard	\$9.50
U004	11-15 miles to debris management site	Cubic Yard	\$10.21
U005	16-20 miles to debris management site	Cubic Yard	\$12.11
U006	21-30 miles to debris management site	Cubic Yard	\$14.01
U007	31-60 miles to debris management site	Cubic Yard	\$16.86
U008	a. Scope consists of pickup and transport of eligible vegetative debris on the County ROW or designated public property to a County approved TDSRS or other designated disposal facility.		
U009	Rights of Way (ROW) Construction & Demolition Collection Rate_/b		
U010	0-5 miles to debris management site	Cubic Yard	\$8.08
U011	6-10 miles to debris management site	Cubic Yard	\$9.98
U012	11-15 miles to debris management site	Cubic Yard	\$11.40
U013	16-20 miles to debris management site	Cubic Yard	\$13.30
U014	21-30 miles to debris management site	Cubic Yard	\$15.20
U015	31-60 miles to debris management site	Cubic Yard	\$18.05
U016	b. Scope consists of pickup and transport of eligible C&D debris on the County ROW or designated public property to a County approved TDSRS or other designated disposal facility.		
U017	Private Property (Right of Entry) Debris Removal_/c		
U020	Vegetative debris cutting & removal	Cubic Yard	\$5.70
U021	Construction & Demolition (C&D) debris removal	Cubic Yard	\$7.13
U022	Backfill Material on private property (Compatible soil to fill created voids)	Cubic Yard	\$17.10

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Item	Task Description	Unit Measure	Price
U023	c. Prices reflect scope for removal of debris from private property to be placed onto County ROW. Collection, hauling and disposal of said debris from ROW to be paid at applicable contract rates.		
U024	Management of TDSRS and Debris Processing_/d		
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
U029	d. Scope consists of the management and operation of TDSRS' for acceptance, management, segregation and staging of disaster related debris. Additionally, work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by grinding or by incineration.		
U030	Debris Disposal (to Final Destination, Landfill)_/e		
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	<input type="checkbox"/> Transporting processed debris to final disposal (>60 miles). <input type="checkbox"/> Disposal Tipping Fee is a pass-through cost.	Cubic Yard/Mile	\$0.28
U035	e. Work consists of pick up and transport of reduced debris at a County approved TDSRS to a final disposal facility.		
U036	Hazardous Stump Removal & Collection_/f		
U037	Stump extraction and hauling to TDSRS (> 24" to 36" diameter)	Per Stump	\$142.50
U038	Stump extraction and hauling to TDSRS (> 36" to 48" diameter)	Per Stump	\$222.30
U039	Stump extraction and hauling to TDSRS (> 48" to 60" diameter)	Per Stump	\$313.50
U040	Stump extraction and hauling to TDSRS (> 60" to 72" diameter)	Per Stump	\$399.00
U041	Stump extraction and hauling to TDSRS (> 72" diameter)	Per Stump	\$513.00
U042	Backfill Material (Compatible soil to fill stump voids)	Cubic Yard	\$17.10
U043	f. Scope consists of removal and collection of stumps partially uprooted in the ROW (per FEMA debris guidance specifications). Stumps to be properly identified, certified and documented, per FEMA guidance, by County or its representative.		
U051	Hazardous Trees & Dangerous Hanging Limbs (Hangers)_/h		
U052	<i>Partially Uprooted Trees</i>		
U053	Trees on or in ROW, 6-12" diameter	Per Tree	\$114.00
U054	Trees on or in ROW, 13-24" diameter	Per Tree	\$213.75
U055	Trees on or in ROW, 25-48" diameter	Per Tree	\$741.00
U056	Trees on or in ROW, 49-72" diameter	Per Tree	\$1,187.50
U057	Trees on or in ROW, >72" diameter	Per Tree	\$1,567.50
U058	Hanging/Damaged branches and limbs (hangers)	Per Tree	\$125.00
U059	h. Scope consists of removal of hazardous trees from public property or ROW or the overhanging portion of the ROW with placement of debris on ROW for collection and haul-off. Diameter of identified trees measured at 2 feet from base. All trees must be measured and pre-approved for removal by County authorities. Scope also includes removing hanging limbs or partially broken limbs from trees on ROW or limbs hanging over ROW and placing resultant debris on the ROW for haul-off.		
U060	Other Unit Services_/j		
U061	Dead Animal Carcass hauling and disposal	Per Pound	\$3.71
U062	Household Hazardous Waste (HHW) removal and disposal	Per Pound	\$15.34
U063	Hazardous, Toxic, Radiological Waste (HTRW) removal and disposal	Per Pound	\$313.50
U064	White Goods removal, collection and hauling (to DMS/FDS)	Each	\$78.66
U065	Freon management & recycling (at work site/DMS/FDS, as applicable)	Each	\$78.66

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Item	Task Description	Unit Measure	Price
U066	Electronic Waste (E-waste) removal (load, haul and dump at DMS/FDS [recycler] with permissions)	Each	\$85.50
U067	Broken Concrete removal (load, haul and dump at DMS/FDS [recycler] with permissions)	Cubic Yard	\$32.49
U068	Sand collection and screening and/or beach restoration	Cubic Yard	See Sched 3
U069	Bank/Canal Restoration (to include all necessary equipment/materials)	Linear Foot	\$39.90
U070	Storm Sewer and culvert cleaning (to include all necessary equipment/materials)	Linear Foot	\$36.48
U071	Abandoned Vehicle Removal (tow/transfer passenger vehicle)_/*	Each	\$285.00
U072	Abandoned Vehicle Removal (tow/transfer recreational vehicle up to 24')_/*	Each	\$450.30
U073	Operation of secure aggregation site for vehicles and vessels	Day	\$1,824.00
U074	Storage of each-light and medium duty vehicle and/or vessels	Day	\$108.30
U075	Derelict/Sunken Vessel Removal (from marine environments)_/*	Foot	See Sched 3
U076	Inspection Tower (Temporary Debris Management Site)	Each	\$3,990.00
U077	Hazardous Waste Containment Area Construction (as applicable, TDSRS, DMS)	Each	\$6,500.00
U078	<i>j. 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 Contractor further negotiation may be needed on a case by case basis.</i>		

b. Hourly Rates and Classification /Titles

Personnel, Equipment and Materials (Emergency Push/Misc. Services) - Price Schedule (Schedule 2a)

No.	Service Description	Size or Type_/a	Unit	Unit Price
H000	Heavy Equipment (Operator, fuel, maintenance included)			
H001	Skid-Steer Loader (Mini-Loader)	Bobcat 753/Cat 216/JD 313	Hour	\$85.50
H002	Extendaboom Forklift w/ debris grapple	Bobcat V638/CatTL642	Hour	\$119.70
H003	Backhoe, Wheel Loader, 1.0-1.5 CY	Cat 416E	Hour	\$104.50
H004	Backhoe, Wheel Loader, 2.0-3.0 CY	Cat 430E	Hour	\$126.26
H005	Backhoe, Extend-a-hoe (1.0 CY, 4WD, extendable)	JD310J/Cat 420E	Hour	\$104.50
H006	Wheel Loaders, 1.0-1.5 CY	Cat 908/JD 304/Case 321	Hour	\$108.30
H007	Wheel Loaders, 2.5-3.0 CY	Cat 930/JD 544//Vol L70	Hour	\$136.80
H008	Wheel Loaders, 3.0-4.5 CY	Cat 950/JD 644	Hour	\$166.25
H009	Wheel Loaders, 4.5-6.0 CY	Cat 966/JD 744/Vol L150	Hour	\$180.50
H010	Wheel Loaders, 6.0-7.0 CY	Cat 980/JD 844/Vol L180	Hour	\$199.50
H011	Tracked Loader (Trackhoe w/ misc. attachments)	Cat 320/JD 690/Kob ED190	Hour	\$165.30
H012	Knuckleboom Loader Truck (Self-Loading)	35-45 CY Body	Hour	\$190.38
H012a	Knuckleboom Loader Truck (Self-Loading)	>45CY Body	Hour	\$229.00
H013	Dozer, Tracked	Cat D4	Hour	\$128.25
H014	Dozer, Tracked	Cat D5	Hour	\$137.75
H015	Dozer, Tracked	Cat D6	Hour	\$171.00
H016	Dozer, Tracked	Cat D7	Hour	\$199.50
H017	Dozer, Tracked	Cat D8	Hour	\$245.10

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No.	Service Description	Size or Type_/a	Unit	Unit Price
H018	Dozer, Tracked	Cat D10T	Hour	\$438.90
H019	Hydraulic Excavators, 1.5 CY	Cat 320	Hour	\$152.00
H020	Hydraulic Excavators, 2.5 CY	Cat 325	Hour	\$166.25
H021	Hydraulic Excavators, 3.5> CY	Cat 330	Hour	\$185.25
H022	Excavator/Trackhoe, Rubber Tire (w/ debris grapple)	Cat 315C/JD 160C/Vol EC160	Hour	\$156.75
H023	Tractor w/ Box Blade (30-70 Hp)	JD 210L/Case 570M	Hour	\$74.10
H024	Motor Grader (w/ min 12' blade)	Cat 120G/125 (140 Hp)	Hour	\$147.06
H025	Off Road Truck (15-20 cy, 24MT)	Cat 725/JD 250D/Vol A25	Hour	\$188.10
H026	30 Ton Crane	Terex RT 335 (30MT), equal	Hour	\$256.50
H027	50 Ton Crane	Terex RT 550 (50MT), equal	Hour	\$302.10
H028	100 Ton Crane (8 hr minimum)	Terex HC110, KobCK1000	Hour	\$484.50
H029	Bucket Truck	Up to 50' reach	Hour	\$171.00
H030	Bucket Truck	40' to 75' reach	Hour	\$199.50
H031	Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$152.76
H032	Mechanized Broom	Street Sweeper	Hour	\$92.34
H033	Water Truck	2000 Gallon	Hour	\$103.74
H034	Service/Fuel Truck	Multi	Hour	\$96.90
H035	Soil Compactor 81 HP+	Case/Cat/Wacker	Hour	\$92.34
H036	Soil Compactor 80 HP	Case/Cat/Wacker	Hour	\$85.50
H037	Soil Compactor, Towed Unit	Wacker	Hour	\$27.36
H038	Stump Grinder (30" diameter or less)	Vermeer 252	Hour	\$103.74
H039	Stump Grinder (greater than 30" diameter)	Vermeer 752	Hour	\$147.06
H040	Stump Grinder	Vermeer 60TX	Hour	\$165.30
H041	Chipper w/ 2 man crew	Morbark Storm	Hour	\$152.76
H042	13-Foot Tub Grinder	Morbark 1300/850 HP	Hour	\$541.50
H043	14-Foot Tub Grinder	Diamond Z 1463/1600 HP	Hour	\$598.50
H044	Air Curtain Pit Burner (Self-contained)	N/A	Hour	\$59.28
H045	Air Curtain Refractory Incinerator	N/A	Hour	\$85.50
H046	12T Lowboy Trailer (Equip. Transport w/ Tractor)	12 Ton	Hour	\$67.26
H047	35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$108.30
H048	50T Lowboy Trailer (Equip. Transport w/ Tractor)	50 Ton	Hour	\$148.2
H049	Truck Mounted Winch	Tow Truck	Hour	\$108.30
H050	Log Skidder	Cat 525B/JD 648E/G III	Hour	\$199.50
H051	Waste Collection Rear Loader Truck	N/A	Hour	\$165.30
H052	Vacuum Truck/Jetter	3500 Gallon	Hour	\$313.50
H053	Crash Truck w/Impact Attenuator	N/A	Hour	\$128.82
H054	Power Screen	N/A	Hour	\$116.28
H055	Stacking Conveyor	N/A	Hour	\$30.78
H056	Hauling Vehicles (Operator, fuel, maintenance included)			
H057	Dump Truck	5 to 15 CY	Hour	\$62.70
H058	Dump Truck	16 to 24 CY	Hour	\$85.50
H059	Dump Truck	25 to 34 CY	Hour	\$95.00
H060	Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$104.50
H061	Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$114.50

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No.	Service Description	Size or Type_/a	Unit	Unit Price
H062	Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$133.00
H063	Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$142.50
H064	Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$142.50
H065	Walking Floor Trailer w/ Tractor	100 CY	Hour	\$176.70
H066	Transportation Vehicles (Operator, fuel, maintenance NOT included; loaned vehicles, insurance included)			
H067	Pickup Truck	1/2 Ton	Day	\$42.75
H068	Pickup Truck	3/4 Ton	Day	\$42.75
H069	Pickup Truck	1 Ton (4x4)	Day	\$61.5
H070	Box Truck	3/4 Ton	Day	\$116.28
H071	Utility Van	3/4 Ton	Day	\$85.50
H072	Passenger Van	9 Passenger	Day	\$79.80
H073	Passenger Car	Full size	Day	\$58.14
H074	Response Trailer	20 Foot	Day	\$450.30
H075	Response Trailer	30 Foot	Day	\$564.30
H076	Flatbed Trailer (40 ft)	GWV to 450	Day	\$96.90
H077	Personnel/Equipment			
H078	Project Operations Manager	Individual	Hour	\$225.00
H079	Superintendent with Cell/Truck	Individual	Hour	\$85.50
H080	Supervisor with Cell/Truck	Individual	Hour	\$79.80
H081	Foreman with Cell/Truck	Individual	Hour	\$74.10
H082	Inspector with Cell/Vehicle	Individual	Hour	\$48.45
H083	Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$74.10
H084	Safety Superintendent	Individual	Hour	\$62.70
H085	Mechanic with Truck and Tools	Individual	Hour	\$85.50
H086	Climber with Gear	Individual	Hour	\$96.90
H087	Labor/Operator with Chainsaw/Tools	Individual	Hour	\$51.30
H088	Laborer with Tools	Individual	Hour	\$37.05
H089	Traffic Control Personnel	Individual	Hour	\$34.20
H090	Ticket Writers	Individual	Hour	\$34.20
H091	Survey Personnel with Vehicle	Individual	Hour	\$43.32
H092	Project Engineer	Individual	Hour	\$108.30
H093	Equipment Operator	Individual	Hour	\$62.70
H094	Truck Driver	Individual	Hour	\$51.30
H095	Administrative Assistant	Individual	Hour	\$45.60
H096	Clerical	Individual	Hour	\$39.90
H110	Marine Resources (Fuel, maintenance included)			
H111	56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	\$7,182.00
H112	40' Sectional Barge w/ Mounted Excavator & Push boat	With 2 man Crew	Day	\$7,980.00
H113	33' Fast Barge with Winch	Crew of 2	Day	\$4,788.00
H114	14' Utility Boat with Motor (Work Boat)	With 2 man Crew	Day	\$1,915.20
H115	12' Utility Boat with Motor (Work Boat)	With 2 man Crew	Day	\$1,276.80
H116	12' Utility Boat without Motor (Work Boat)	With 2 man Crew	Day	\$957.60
H117	Tank Diver with Gear	Individual	Hour	\$191.52
H118	Hardhat Diver with Gear	Individual	Hour	\$798.00
H119	Scuba Bottle Refill (Air)	80	Each	\$19.38
H120	Air Pump with multi breathing lines	Brownie Lung	Day	\$638.40
H121	Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
H122	Transfer/Tow, handle of Typical Passenger Vehicle	2Axle/4Wheel(1Ton)	Each	\$222.30
H123	Transfer/Tow, handle of Recreational Vessel	Up to 24' in length	Each	\$37.50
H124	Transfer/Tow, handle of Recreational Vessel	24.1' to 48' in length	Each	\$484.50
H125	Traffic Control, Temp Single Lane Closure	N/A	Hour	\$165.30

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No.	Service Description	Size or Type_/a	Unit	Unit Price
H126	Traffic Control, Temp Road Closure	N/A	Hour	\$336.30
H127	Weighing Scales, Truck, Certified	Portable	Hour	\$62.70
H128	Light Tower (Portable light plant w/ Generator)	w/ Generator	Hour	\$39.90
H129	Office Trailer	40 Foot	Day	\$190.38
H130	Storage Container	40 Foot	Day	\$116.28
H131	Portable Eyewash Station	OSHA Spec	Day	\$43.32
H132	First Aid Station	OSHA Spec	Day	\$142.50
H133	Portable Toilet (Port a John)	Single	Week	\$313.50
H134	Observation Tower	USACE Spec	Each	\$3,990.00

Notes:

- a. Listed equipment type or equivalent (various manufactures).
1. Day rate represents 10 hour day (minimum).
2. Fuel surcharges may apply (negotiable at time of N

Beach Restoration, Canal Work, Waterways & Sunken Vessel Removal - Price Schedule (Schedule 3)**Beach/Lake Restoration**

No.	Description	Unit	Price
M001	Collection of debris-laden sand from ROW, hauling to the processing screen and sand pile maintenance. Up to 15 mile haul to screen. Debris from screen to be hauled by cubic yard debris rate in contract.	Per Cubic Yard	\$20.00
M002	Berm/Beach Construction shall include transportation of screened sand to beach from screening site, including shaping of material on emergency berm. To include stockpile maintenance. Up to 15 miles haul from screen.	Per Cubic Yard	\$10.00
M003	Scrape and screen shall include the collection of debris laden sand from beach, processing it through screen, returning sand to beach and spreading sand on beach. Work to be performed on beach.	Per Cubic Yard	\$18.00

Bank/Canal Work

No.	Description	Unit	Price
M004	Bank/Canal Shoreline Restoration Note: To include any necessary excavation, compaction, fill and backfill of embankment soils and seeding, materials to restore banks to preexisting conditions insofar as possible.	Per Linear Foot	\$33.00
M005a	Canal/Marine Debris Removal (Land Based)_/a	Per Cubic Yard	\$42.00
M005b	Canal/Marine Debris Removal (Marine Based)_/a Note: Removal of storm generated debris from marine environments including streams, canals, and waterfronts by applicable land-based or marine-based processes. a. Price negotiated for special circumstances for canal and marine debris removal (incident specific).	Per Cubic Yard	\$574.00

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Derelict/Sunken Vessel Removal

No.	Description	Unit	Price
M006	Marine Salvage Operations	Per Linear Foot	
M006a	Less than 20 feet		\$185.00
M006b	20 to 25 feet		\$252.00
M006c	25 to 30 feet		\$385.00
M006d	Greater than 30 feet		By Case
M007	Land Based Salvage Operations	Per Linear Foot	
M007a	Less than 20 feet		\$162.50
M007b	20 to 25 feet		\$234.00
M007c	25 to 30 feet		\$357.50
M007d	Greater than 30 feet		By Case

Note: Large vessels, houseboats or vessels within environmentally sensitive areas may require unexpected additional effort. Work may be negotiated on a case-by-case basis under such conditions.

Note: Fuel surcharges may apply (negotiable at time of NTP).

Emergency Drinking Water, Ice Supply & Supplemental Foods - Price Schedule (Schedule A)**Drinking Water**

No.	Description	Unit	Prices			
EW01	8.45 OZ. (250 mL) Units - 27 Units/Case (9 x 3 Packs/case) 135 Cases/Pallet					
		<u>Cases</u>	<u>Pallets</u>	<u>Price/Case</u>	<u>Per Unit</u>	<u>Per Pallet</u>
EW01a	135-675	1-5	\$ 8.15	\$ 0.30	\$ 1,100.25	
EW01b	810-1350	6-10	\$ 7.85	\$ 0.29	\$ 1,059.75	
EW01c	1485-1500	11-20	\$ 7.65	\$ 0.28	\$ 1,032.75	
EW02	1 Liter (1000mL) Units - 12 Units/Case 75 Cases/Pallet					
		<u>Cases</u>	<u>Pallets</u>	<u>Price/Case</u>	<u>Per Unit</u>	<u>Per Pallet</u>
EW02a	75-375	1-5	\$ 9.63	\$ 0.80	\$ 722.14	
EW02b	450-750	6-10	\$ 9.20	\$ 0.77	\$ 689.85	
EW02c	825-1500	11-20	\$ 8.95	\$ 0.75	\$ 671.40	

Note: Prices are F.O.B. Miami, FL or West Palm Beach, FL

Ice Supply

No.	Description	Unit	Price
EI01	Packaged Ice Delivered (3, 5, 7 lbs)	Per pound	\$ 0.51
EI02	Packaged Ice (10 lbs)	Per bag	\$ 4.69
EI03	Packaged Ice (20 lbs)	Per bag	\$ 6.99

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EI04	Additional Ground Mileage	Per mile	\$	3.32
EI05	Standby Time in Excess of 2 Hours (Demurrage)	Per hour	\$	87.75

Supplemental Food Sources (MRE)

No.	Description	Unit	Price
EM01	1. Meals Ready to Eat (MRE Regular): (8oz Entrée +Heater Element-72/Case)	Per meal	\$ 7.28
EM02	2. Meals Ready to Eat (MRE De Luxe): (8oz Entrée, 1 Drink, 1 Fruit Cup +Heater Element-12/Case)	Per meal	\$ 13.25
EM03	1. Sun Meadow Hot Meal (Entrée w/ heater):	One meal	\$ 6.60
EM04	2. Sun Meadow Hot Meal Pack (Meal kits):	One meal	\$ 10.95
EM05	3. Sun Meadow 3-meal Pack:	Per pack	\$ 8.75

Portable Toilets/Handwashing Stations

No.	Description	Unit	Price
EPH01	Mobile Toilet Unit (9 Stall bare)	Per week	\$ 17,960.00

General Notes:

Trucking charges for abovementioned items shall be at cost of \$4,400 per truck load.
Storage of the abovementioned items will be charged at \$250 per trailer load per day

1. As ice and water represent scarce commodities following a storm event, specific terms and conditions shall be included as part of an executed contract. These terms and conditions are available for review at your request.
2. Prices are valid for an annual term, at which time prices require renegotiation.
3. Ice supply subject to availability. Every effort will be made to deliver packaged ice in the quantities specified and to the delivery sites specified as timely as possible. Minimum quantities required.

Product Standards: Ice provided under this contract shall be:

- (1) manufactured within no more than 120 calendar days of the date of delivery;
- (2) tube or crushed ice (block or shaved ice is not used);
- (3) manufactured in compliance with the Food and Drug Administration (FDA)

Good Manufacturing Practices (GMP) of 21 C.F.R. 110, the International Packaged Ice Association (IPIA) Standard;

- (4) manufactured by ice plants that use source water from a public water supply which is currently in compliance with the National Premium Drinking Water Regulations (NPDWR) of the Safe Drinking Water Act (SDWA) and which achieved that compliance without an exemption under the SDWA; and
- (5) produced, packaged, transported, stored and handled in accordance with all applicable Federal, state and local laws and regulations.

Packaging: Ice shall be sealed in 5 to 20 pound plastic bags and stacked on pallets. Each pallet shall contain 2,000 pounds, net weight, of ice. A protective layer (slip sheet) of thick paper, plastic (6 mil) or waterproof corrugated cardboard shall be placed between the stacked ice and the pallets. Pallets of packaged ice will be fully covered on all four (4) sides with a minimum of four (4) layers of shrink wrap. All pallets shall be 4' x 4' nominal, constructed of hardwood, designed for pickup on all four sides and repeated use with a 2,000 lb. load. Each pallet is packaged to withstand severe climatic conditions.

Note: Fuel surcharges may apply (negotiable at time of NTP).

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Disaster Response Man Camps/Comfort Services - Price Schedule (Schedule B)

Emergency Sleeping Quarters

Option 1 (MC01a)		Option 2 (MC01b)	
1 – 168-Man Dormitory Structure	Unit Rental Price	1 – 200-Man Tension Tent	Unit Rental Price
Wood Floor w/ New Carpeting	\$ 158,276.40	Wood Floor w/ New Carpeting	\$ 183,208.50
Air Conditioning/Combination Heating Units		Air Conditioning/Combination Heating Units	
Power Generation		Power Generation	
Metal Halide Lighting Package		Metal Halide Lighting Package	
168 Mil-Spec Cots		200 Mil-Spec Cots	
2 – Personnel Doors		2 – Personnel Doors	
Up to 4 Weeks Rental		Up to 4 Weeks Rental	

Dining Facilities

Option 1 (MC02a)		Option 2 (MC02b)	
1 – Dining Structure for 500	Unit Rental Price	1 – Dining Structure for 350	Unit Rental Price
Wood Floor w/ EventPro Flooring	\$ 120,736.80	Wood Floor w/ EventPro Flooring	\$ 90,749.40
Air Conditioning/Combination Heating Units		Air Conditioning/Combination Heating Units	
Power Generation		Power Generation	
Metal Halide Lighting Package		Metal Halide Lighting Package	
2 – Personnel Doors		2 – Personnel Doors	
64 – 8’ Banquet Tables		44 – 8’ Banquet Tables	
512 Folding Chairs		352 Folding Chairs	
Up to 4 Weeks Rental		Up to 4 Weeks Rental	

Restroom Facilities

Option 1 (MC03)			
Camp Service Facilities	No.	Units for	Rental Price
Portable Toilet Facilities	MC03a	150-Person Camp	\$ 18,988.74
Daily Cleaning & Service	MC03b	250-Person Camp	\$ 30,673.74
4 Weeks Rental	MC03c	500-Person Camp_/a	\$ 60,116.25

Shower Facilities

Option 1 (MC04)	
1 - 16 Head Shower Trailer Unit Provides Shower Service (for 500 persons):_/b	Unit Rental Price
Each Unit Contains: Private Changing Stalls & 36” x 36” Shower Stalls Propane-fired boiler system On-board water storage Air Conditioning	\$ 90,405.00

Laundry Facility

Option 1 (MC05)	
1 – 10 Unit Laundry Trailer Each Unit Contains (for 250 persons):_/c	Unit Rental Price
Top Load Washer Units	\$ 90,405.00
Front Load Dryer Units	
Hot and Cold Water	
Air Conditioning	
Folding Table	

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Trash Receptacles Up to 4 Weeks Rental		Trash Receptacles Up to 4 Weeks Rental	
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Cost Plus Man Camp Services	Rate
Site Preparation	Cost +23%
Fuel for Generators	Cost +23%
Fresh Water Supply	Cost +23%
Grey and Black Water Removal	Cost +23%
	Cost +23%
Special Emergency Services	Rate
Emergency Clinics and Support Personnel	Cost+23%

Notes: All pricing above assumes services for disaster/emergency situations. All pricing is for a minimum one-month rental. Quote includes all non-union labor and equipment needed for installation and take down of structures. Quote assumes staking into level asphalt or grass surface provided free of obstruction with direct semi-truck access within 50' of work site. Applicable sales taxes, permits, and fuel surcharges are not included. This proposal is subject to equipment availability at the time the notice to proceed is issued.

Note: Items subject to availability. Fuel surcharges may apply (negotiable at time of NTP).

Emergency Power Generation - Price Schedule (Schedule C)

Rental Per Day/Week

No.	Units (Generator Size)	Per Week
G001	25 kW Generator	\$ 2,008.00
G002	56 kW Generator	\$ 2,294.00
G003	100 kW Generator	\$ 5,218.00
G004	175 kW Generator	\$ 5,218.00
G005	250 kW Generator	\$ 6,037.00
G006	320 kW Generator	\$ 8,038.00
G007	500 kW Generator	\$ 8,625.00
G009	1000 kW Generator	\$ 15,076.00

*Additional equipment rates available upon request.

Notes:

1. Transportation and fuel charges not included.
2. Usage charge is calculated from "portal to portal".
3. Hookup/disconnect, cables and distribution boxes not included.
4. Minimum usage charge of 1 week.
5. Includes service and maintenance.
6. Client agrees to start billing upon NTP regardless of signature on delivery at destination.

No.		Week	Month
G050	Tails	\$ 14.15	\$ 21.22
G051	Cables (400 amp) 50ft	\$ 176.81	\$ 530.44

Note: Items subject to availability. Fuel surcharges may apply (negotiable at time of NTP).

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Emergency Fuel Delivery/Management - Price Schedule (Schedule D)

No.	Item/Equipment	Description	Rental/Labor Rate	Unit
F001	550 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	\$93.75	Per day
F002	1,000 gallon single wall Tank	Portable Storage Tank	\$106.25	Per day
F003	1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	\$118.75	Per day
F004	6,000 gallon or greater tank	Portable Storage Tank	\$187.50	Per day
F005	12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	\$25.00	Per day
F006	Portable Tank Delivery/Pickup	Delivery/Pickup Charge	\$187.50	Per hour
F007	Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	\$500.00	Per service
F008	Truck with Man	Transport Truck w/trailer or Bobtail Truck	\$227.50	Per hour*
F009	Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	\$750.00	Per day
F010	Mobile Fuel Station	12,000 Gal capacity on trailer	\$220.00	Per hour*
F011	Frac Tank	20,000 gallon frac tank	\$255.00	Per day
F012	Labor	Man to operate fuel station or fuel vehicles	\$94.00	Per hour

Note: Additional Storage Tanks ranging from 250 to 20,000 gallons are available upon request

* Requires 24 hour minimum

No.	Item	Description	Purchase Price /b	Unit
F100	Fuel	Gasoline/Diesel/Aviation Fuel	OPIS Rack Daily Average Price + \$0.74	Per gallon

Notes:

a. Rental/Labor Rate begins when equipment or labor leaves the facility and ends upon its return to the same facility. Reasonable lodging expense may apply.

b. Fuel rate based on daily published average gasoline and diesel rack prices from Oil Price Information Service Net (OPISNet.com) for Houston, Texas (OPIS rack city), plus applicable federal, state and local taxes, delivery, administration and overhead costs. Aviation fuel based on OPISNet Jet Fuel Report for Gulf Coast Market (5 Day Average), plus applicable fees, federal, state and local taxes.

Description of service:

A self contained generator powered system designed to meet the emergency fuel response needs of government and commercial entities. This unit combines high volume fuel dispensing capabilities along with maximum portability features.

Features:

es:

- Total fuel storage capacity -12,000 gallons (One 10K tank and two 1K tanks)
- Tanks are dual walled (secondary containment) & are Flameshield NFPA 30 rated.
- Mounted on a 53' drop deck trailer
- Six high volume fueling points with hoses on reels
- Fueling points have meter registers
- Grounding cable for vehicle re-fueling
- 20KW diesel generator
- Lights for night fueling

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- No special transportation permits required
- Equipped with spill response kits.
- Air compressor
- Lubricants storage tank with dispenser

Emergency Satellite Telephone/Communication Services - Price Schedule (Schedule E)

Satellite Phone Service

No.	Description	Rate	Unit
SAT01	Per Satellite Phone	\$125.00	Per week
SAT02	Usage Cost, per phone	\$2.50	Per minute

Satellite Internet Service

Self-Contained Trailer Equipment

No.	Duration	Monthly Cost
INT01	3 month	\$4,920.00
INT02	6 month	\$3,690.00
INT03	9 month	\$2,493.00
INT04	12 month	\$1,235.00

Bandwidth

No.	Service	Monthly Cost
INT20	Disaster Response	\$2,112.27

No.	Bandwidth Service	Contention	Upload (Kbps)	Download (Mbps)	VoIP lines	Users
INT21	Disaster Response	10	768	2	6	10 to 20

Description of services:

Self-contained trailer auto deploy

This unit was designed to be a self-contained mobile unit that is weatherized. This unit is ideal for businesses that need ultimate mobility with rapid deployment. The following equipment comes standard on each unit:

- 4'x 6' enclosed trailer
- 9,000 watt electric start generator
- Andrew Smart-Ad 3 watt 1.2 meter auto deploy satellite earth station
- VSAT 3100 internet modem
- Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup

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Self-contained trailer mounted

This unit was designed to be a self-contained mobile unit that is weatherized. The following equipment comes standard on each unit:

- 4' x 6' enclosed trailer
- 9,000 watt electric start generator
- Andrew Smart-Ad 3 watt 1.2 meter auto deploy satellite earth station
- VSAT 3100 internet modem
- Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup

The following services are available within the program:

- Broadband Internet
- Canopy Networks
- VoIP Telephone and Fax
- Cell Phone Repeaters

Each satellite unit will be equipped to provide wireless broadband internet. The units are scalable so that additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support 15 concurrent internet users from the base system. If necessary, additional units can be brought in to support a larger camp population.

Voice-over-internet protocol (“VoIP”) telephone and fax service will be available as an optional service with each satellite unit. This service can handle one to eight voice lines per unit. Cell phone repeaters for Nextel and Cingular networks are also available as an optional item.

Note: Services subject to availability. Alternative configurations may be substituted.

Temporary Office Trailers, Mobile Command Center - Price Schedule (Schedule F)

Office Trailers

Single Unit

Dimensions: Width = 8', Unit Length = 20'

No.	Category	Rate	Unit
OT01a	Setup Fee:	\$ 1,485.23	One time
OT01b	Single Unit	\$ 516.10	Per month

Single Unit

Dimensions: Width = 8', Unit Length = 28'

No.	Category	Rate	Unit
OT02a	Setup Fee:	\$ 1,653.12	One time
OT02b	Single Unit	\$ 630.34	Per month

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Single Unit

Dimensions: Width = 10', Unit Length = 24'

No.	Category	Rate	Unit
OT03a	Setup Fee:	\$ 2,202.01	One time
OT03b	Single Unit	\$ 798.34	Per month

Chemical Toilets Price Schedule

No.	Description	Rate	Unit
POJ01	Port-o-let (per unit)	\$ 1,848.00	Per month
POJ02	Port-o-let (per unit)	\$ 72.60	Per day

Note: Items subject to availability. Fuel surcharges may apply (negotiable at time of NTP).

Emergency Pumping Units - Price Schedule (Schedule G)*Rental Per Hour/Day (Basic Package)*

No.	Description (Pump Size)	Rate (Per Day)	Rate (Per Hour) /a
EP001	4" Trash Pump Package	\$ 1,089.05	\$ 90.75
EP002	6" Trash Pump Package	\$ 1,654.85	\$ 137.90
EP003	6" Hydraulic Pump with Power Pack	\$ 1,216.70	\$ 101.39
EP004	8" Hydraulic Pump with Power Pack	\$ 1,818.15	\$ 151.51
EP005	10" Hydraulic Pump with Power Pack	\$ 2,299.25	\$ 191.60
EP006	12" Hydraulic Pump with Power Pack_/b	\$ 2,695.95	\$ 224.66
EP007	12" Centrifugal Pump (up to 115 ft total head)_/b	\$ 1,870.00	\$ 155.83
EP008	18" Centrifugal Pump (up to 200 ft total head)_/b	\$ 2,810.00	\$ 234.17
EP009	24" Axial Flow (up to 120 ft total head)_/b	\$ 3,145.00	\$ 262.08

Notes:

1. Transportation, mobilization/demobilization charges not included.
2. Includes suction and discharge hoses.
3. Includes installation, service and routine maintenance.
4. Pump watch services, as applicable, \$910.00 per day per pump.
5. A minimum pump usage charge of 12 hours (day rate) will be effective upon official client Notice to Proceed, Task Order, Purchase/Deployment Order or work area relocation request or other reasonably unnecessary interference (once deployed) whether pumps are operational or not (with the exception of routine maintenance and/or pump or operator failure). Pump down time attributed to client relocation requests or cease orders to accommodate some other activity will be a considered a billable hour.
6. Surplus pumps officially authorized for deployment by the client and not utilized will be subject to a minimum usage charge.
7. Items subject to availability.
 - a. Rate per day is effective rate per 12 hour period.
 - b. Ten (10) day minimum applies to pump services.

Note: Fuel surcharges may apply at cost (negotiable at time of NTP/Work Order, as applicable).

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Drying In, Decontamination, Mold Remediation, Restoration - Price Schedule (Schedule H)

Categories/Descriptions

No.	Labor	Unit	Rate
REM001	Project Consultant (PC)	Hour	\$159.00
REM002	Project Executive (PE)	Hour	\$128.00
REM003	Project Manager (PM)	Hour	\$77.00
REM004	Health & Safety Officer (HSO)	Hour	\$77.00
REM005	Technical Specialist (Superintendent) (TS)	Hour	\$70.00
REM006	Drying Technical (DT)	Hour	\$70.00
REM007	Equipment Operator (EO)	Hour	\$57.00
REM008	Remediation Worker (RW)	Hour	\$48.00
REM009	General Labor (GL)	Hour	\$37.00
REM010	Field Auditor (FA)	Hour	\$51.00

No.	Supplies/Consumables	Unit	Rate
REM020	Adhesive Remover	Gallon	\$98.00
REM021	Anti-Microbial Coating	Gallon	\$83.00
REM022	Anti-Microbial Disinfectant (Concrete Pre Mixed)	Gallon	\$5.00
REM023	Anti-Microbial Disinfectant (MicroBan RTU)	Gallon	\$57.00
REM024	Bags, Trash	Roll	\$96.00
REM025	Bags, Trash Environmental	Roll	\$108.00
REM026	Box, Storage Cardboard	Each	\$9.00
REM027	Brush, Long Handle/Scrub	Each	\$11.00
REM028	Camera (Disposable, 27 exp. includes development)	Each	\$38.00
REM029	Cleaner, General and all purpose	Gallon	\$31.00
REM030	Cleaner, Electronic Grade	Gallon	\$64.00
REM031	Decontamination Unit, Disposable	Each	\$426.00
REM032	Duct, Lay Flat (500')	Roll	\$478.00
REM033	Fuel	Gallon	See Sched D
REM034	Negative Air Filters (Prefilters)	Each	\$4.00
REM035	Negative Air Filters (Pleated)	Each	\$8.00
REM036	Negative Air Filters (Main HEPA)	Each	\$230.00
REM037	Poly Sheeting, Fire Retardant	Roll	\$128.00
REM038	Poly Sheeting, Reinforced	Roll	\$191.00
REM039	Rags, Cotton Cloth	Box	\$64.00
REM040	Respirator Cartridges, Negative Pressure (Half-Face)	Pair	\$13.00
REM041	Respirator Cartridge, PAPR (Full-Face)	Each	\$16.00
REM042	Spray Bottle w/ Trigger	Each	\$4.00
REM043	Sprayue	Can	\$3.00
REM044	Sponges, Soot Absorption	Each	\$3.00
REM045	Suit, Disposable	Each	\$3.00
REM046	Suit Tyvek	Each	\$8.00
REM047	Tape, Duct	Roll	\$7.00
REM048	Terry Wipes	Pound	\$8.00
REM049	Towels	Case	\$38.00

No.	Drying Equipment	Unit	Rate
REM070	Dehumidification Unit (50cfm-100cfm)	Each	\$91.00
REM071	Dehumidification Unit (110cfm-200cfm)	Each	\$149.00

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No.	Labor	Unit	Rate
REM072	Dehumidification Unit (220cfm-300cfm)	Each	\$175.00
REM073	Dehumidification Unit (500cfm-600cfm)	Each	\$382.00
REM074	Dehumidification Unit (1000cfm)	Each	\$667.00
REM075	Dehumidification Unit (2000cfm-2250cfm)	Each	\$1,289.00
REM076	Dehumidification Unit (3500cfm)	Each	\$259.00
REM077	Dehumidification Unit (4500cfm-5000cfm)	Each	\$356.00
REM078	Dehumidification Unit (6000cfm)	Each	\$453.00
REM079	Dehumidification Unit (8500cfm)	Each	\$1,133.00
REM080	Dehumidification Unit (15,000cfm)	Each	\$324.00

No.	Miscellaneous Equipment	Unit	Rate
REM100	40 Ton AC Unit	Each	\$1,049.00
REM101	100 Ton Chiller Unit	Each	\$1,159.00
REM102	200 Ton Chiller Unit	Each	\$919.00
REM103	Air Compressor (110 psi)	Each	\$39.00
REM104	Air Compressor (125 psi)	Each	\$220.00
REM105	Air Mover	Each	\$32.00
REM106	Buffer, Floor	Each	\$39.00
REM107	Cart, Tilt/Demolition	Each	\$26.00
REM108	Dolly, 2-Whl/4-Whl/Drm/Whlbr	Each	\$6.00
REM109	Electrical Dist. Panel (Spider Box)	Each	\$71.00
REM110	Electrical Kit (Ext. Cord GFI, Surge Protector)	Each	\$6.00
REM111	Extraction Unit (Portable)	Each	\$162.00
REM112	Extraction Unit (Trailer)	Each	\$583.00
REM113	Filtration Unit	Each	\$32.00
REM114	Fire Extinguisher	Each	\$5.00
REM115	First Aid Kit	Each	\$3.00
REM116	Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Bar, Etc.)	Each	\$16.00
REM117	Freight	Each	\$4.00
REM118	HEPA Filtration Unit (10,000cfm)	Each	\$389.00
REM119	HEPA Filtration Unit (2,000cfm)	Each	\$123.00
REM120	Light, Portable	Each	\$3.00
REM121	Light, Stand	Each	\$19.00
REM122	Light, String	Each	\$13.00
REM123	Mobile Command Center	Each	\$576.00
REM124	Negative Pressure Recorder	Each	\$65.00
REM125	Ozone Machine	Each	\$155.00
REM126	Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Each	\$13.00
REM127	Pump, Small	Each	\$52.00
REM128	Pump, Flood	Each	\$175.00
REM129	Respirator, Negative Pressure (Half Face)	Each	\$6.00
REM130	Respirator, PAPR (Full Face)	Each	\$32.00
REM131	Radio, Job Site	Each	\$13.00
REM132	Shower/Wash Station	Each	\$19.00
REM133	Sprayer, Airless	Each	\$84.00
REM134	Thermal Image Camera	Each	\$65.00
REM135	Trailer	Each	\$149.00
REM136	Truck, 24ft	Each	\$123.00
REM137	Truck, Pick-Up	Each	\$84.00

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No.	Labor	Unit	Rate
REM138	Truck, Water Extraction	Each	\$259.00
REM139	Vacuum, (Wet/Dry)	Each	\$32.00
REM140	Vacuum, HEPA	Each	\$97.00
REM141	Van/Bus	Each	\$123.00
REM142	Vent/Wall Cavity Drying Unit	Each	\$453.00
REM143	Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Each	\$13.00
REM144	Washer, High Pressure (5,000 psi)	Each	\$227.00
REM146	Washer, HOTSYS	Each	\$259.00

Notes:

1. Work performed utilizing these rates shall be performed pursuant to the predefined Scope of Work being agreed to by both parties and any applicable Change Order contract modification being completed.
2. Price. Work performed hereunder shall be priced as indicated in the Contractor Rates, plus any applicable taxes.
3. Overtime Rates. County agrees that overtime rates will be billed by Contractor and paid by County based upon entitlement of employee notwithstanding where initial 40 hours, or any part thereof, were worked by employees for County on other projects.
4. Consents and Permits. Any federal, state, or local permits or consents required for the performance of the Work are the responsibility of the County; provided that, if made a part of the Work, Contractor may obtain such permits and consents at County's expense. Both Contractor and County will comply with all applicable governmental regulations, statutes, laws and ordinances.
5. Disposal. Disposal of any Hazardous Material (including specimens or samples) or any property that contains Hazardous Material, removed by Contractor under this Agreement will be in the name of the County and under any applicable generator number or other identification assigned by the County.
6. Labor Considerations.
 - A. The labor rates stated above are per hour for the first 40 hours worked (or 8 hours a day in California or where mandated by prevailing wage requirements) in a week beginning on Monday.
 - B. Labor rates for work performed over 40 hours in a week (or 8 hours a day in California or where mandated by prevailing wage requirements) will be charged at one and one-third (1-1/3) times the stated hourly rates except where collective bargaining agreements or prevailing wage requirements mandate premium time to be paid Saturday, Sunday and Holidays. In such an event, one and one-third (1 - 1/3) time the stated rates or the multiplier mandated by prevailing wage requirements shall be applicable.
 - C. Travel time will be charged, at stated hourly rates, when employee lodging is more than 50 miles from the project location or when emergency conditions exist that result in one way travel time of 60 minutes or greater. In either case, a minimum of one hour will be charged per individual, each way.
 - D. All documented costs for other applicable travel costs (airfare, rental cars, cab fare, etc.) will be reimbursed to Contractor at cost.
 - E. Per diem and lodging will be charged at a rate of \$100 per employee, per day for all employee classifications
 - F. A minimum surcharge of \$25 per hour will be added to the stated rates for any employee classification whereby their trade is covered by a collective bargaining agreement, or for any employee subject to prevailing wage rates.
 - G. A Remediation Worker (RW) is defined as a person who utilizes a respirator to protect himself/herself from the potential exposure to any hazardous substance, including nuisance dust.
 - H. Warehousemen and drivers supporting the on site work activity will be billed at the General Laborer rate.
7. Equipment Rental Considerations.
8. Items subject to availability.

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Temporary Warehousing - Price Schedule (Schedule I)

Option 1

Storage Containers

No.	Description	Rate	Unit
TW001	40' Conex Box	\$3,150.00	Per month
TW002	20' Conex Box	\$2,100.00	Per month

Note: Transportation not included.

Option 2

Fabric Structures (Reinforced)

No.	Description	Rate	Unit
TW003	82' w x 98' l, 10' side, 23' peak Structure	\$14,283.99	First month
TW004		\$13,224.96	Each additional month
TW005		\$6,099.75	Per month (6 mo. min.)

No. Additional Accessories:

TW050	Gable vent fan	\$5,811.75	Per fan
TW051	Manual roll-up door	\$4,520.25	Per door
TW052	Single personnel door	\$2,324.70	Per door

Note:

1. Transportation and installation are additional. Structure ships on one tractor trailer and takes one-day for install of frame, fabric and lights.
2. Pricing is based on structure size. Workable dimensions are customizable, so pricing will vary deepening on situational needs.
3. Items subject to availability.

Hazardous Materials General Labor - Price Schedule (Schedule J)

No.	Title	Level	Abbr.	Rate	Unit
HZL01	Project Manager	Upper Level	ULM	\$176.00	Per hour
HZL02	Mid Level Manager	Middle Level	MLM	\$136.40	Per hour
HZL03	Professional	Upper Level	ULP	\$127.60	Per hour
		Middle Level	MLP	\$115.50	Per hour
		Lower Level	LLP	\$93.50	Per hour
HZL04	Technical	Upper Level	ULT	\$106.61	Per hour
		Middle Level	MLT	\$77.00	Per hour
		Lower Level	LLT	\$55.00	Per hour
HZL05	Secretarial/Clerical			\$71.50	Per hour
HZL06	Equipment Operator			\$60.50	Per hour
HZL07	Laborer			\$44.00	Per hour
HZL90	Per diem			\$140.00	Per day

Hazardous Materials Equipment/Materials - Price Schedule (Schedule K)

No.	Description	Unit	Rate
HZM01	250 gallon Poly Tank	Day	\$111.00
HZM02	Absorbent Boom -bags	Each	\$132.00
HZM03	Absorbent Pads - boxes	Each	\$138.00

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No.	Description	Unit	Rate
HZM04	Air Compressor 185 cfm	Day	\$130.00
HZM05	Air Compressor Small	Day	\$63.00
HZM06	Air sampling Vacuum Pump	Day	\$37.00
HZM07	Bladder Pump	Day	\$99.00
HZM08	Cement - Bags	Each	\$44.00
HZM09	Centrifugal Pump/Hoses	Day	\$68.00
HZM10	Chain saws	Day	\$78.00
HZM11	Coil Rope	Each	\$37.00
HZM12	Concrete Saw	Day	\$71.00
HZM13	Conductivity, ph, thermometer Set	Day	\$30.00
HZM15	Core Drill w. 6" bit	Day	\$146.00
HZM16	Data logger with Transducers	Day	\$188.00
HZM17	Disposable 1 micron Filter	Each	\$26.00
HZM18	Dissolved Oxygen Meter	Day	\$47.00
HZM19	Double Ring Infiltrometer	Day	\$86.00
HZM20	Drum Roller compactor	Hour	\$169.00
HZM21	Electric Hand Tools (drill, saw, sander etc)	Ea/day	\$16.00
HZM22	Explosimeter	Day	\$32.00
HZM23	Gas Chromatograph, portable	Day	\$498.00
HZM24	Ground Penetrating Radar	Day	\$1,039.80
HZM25	Hand Auger	Day	\$14.00
HZM26	Hand Tools per employee	Day	\$32.00
HZM27	Harbor Boom	ft/day	\$3.00
HZM28	High Pressure Steam Cleaner	Day	\$193.00
HZM29	Mini Excavator	Hour	\$58.00
HZM30	Oil Water probe	Day	\$50.00
HZM31	OVA	Day	\$203.00
HZM32	Plate Compactor	Day	\$127.00
HZM33	Ponar Dredge sampler	Day	\$68.00
HZM34	Portable Light stand	Day	\$63.00
HZM35	Portable Sampler (Peristaltic pump)	Day	\$68.00
HZM36	Safety Equipment Level C	Day	\$78.00
HZM37	Safety Equipment Level D	Day	\$156.00
HZM38	Sediment Sampler	Day	\$40.00
HZM39	Street Sweeper	Day	\$780.00
HZM40	Surveying Equipment	Day	\$58.00
HZM41	Teflon Bailer	Day	\$11.00
HZM42	Teflon Tubing	Foot	\$4.00
HZM43	Traffic control Vests cones barriers etc	Day	\$86.00
HZM44	Turbidity Meter	Day	\$42.00
HZM45	Visqueen - Rolls	Each	\$136.00
HZM46	Water level Indicator	Day	\$48.00
HZM50	workboat w/o motor	Day	\$130.00
HZM51	YSI Meter/ Multi meter	Day	\$130.00
HZM52	Personal Protective Equip., Level A (DuPont RS562T)	Per Unit	\$895.00
HZM53	Personal Protective Equip., Level B (DuPont R3123T)	Per Unit	\$395.00
HZM54	Personal Protective Equip., Level C (DuPont C2127T)	Per Unit	\$195.00
HZM55	Cascade Air Filtration Panel	Day	\$140.00
HZM56	Air Filtration Panel	Day	\$55.00
HZM57	Airline Respirator	Day	\$210.00
HZM58	High Hazard Personnel Decontamination	Per Kit	\$40.00

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No.	Description	Unit	Rate
HZM59	Low Hazard Personnel Decontamination	Per Kit	\$15.00
HZM60	Personnel Retrieval System	Day	\$140.00
HZM61	Personnel Retrieval Harness	Day	\$24.00
HZM62	Combustible Gas Indicator	Day	\$75.00
HZM63	Toxic Gas Detector	Day	\$150.00
HZM64	Photoionization Detector	Day	\$110.00
HZM65	Hazmat Kit	Day	\$325.00
HZM66	Hand Auger, Stainless Steel	Day	\$20.00
HZM67	Hand Operated Transfer Pump	Day	\$65.00
HZM68	1" Diaphragm Pump (1")	Day	\$125.00
HZM69	2" Diaphragm Pump (2")	Day	\$160.00
HZM70	2" Diaphragm Pump S.S. (2" S.S.)	Day	\$275.00
HZM71	3" Diaphragm Pump (3")	Day	\$250.00
HZM72	6" Diaphragm Pump (6")	Day	\$1,280.00
HZM73	1" Suction or Discharge Hose (1")	Day	\$46.00
HZM74	2" Suction or Discharge Hose (2")	Day	\$70.00
HZM75	3" Suction or Discharge Hose (3")	Day	\$90.00
HZM76	6" Suction or Discharge Hose (6")	Day	\$145.00
HZM77	2" Chemical Suction or Discharge Hose (2")	Day	\$140.00
HZM78	3" Chemical Suction or Discharge Hose (3")	Day	\$180.00
HZM79	6" Chemical Suction or Discharge Hose (6")	Day	\$650.00
HZM80	Diesel Powered Generator 60-80kw	Day	\$245.00
HZM81	Electrical Cord Station 50'	Day	\$35.00
HZM82	Spike Bar	Each	\$40.00
HZM83	Airless Spray (With operator)	Day	\$275.00
HZM84	Pressure Washer (With operator)	Day	\$255.00
HZM85	Water hose Section (Garden)	Each	\$35.00
HZM86	Cutting Torch (With operator)	Day	\$175.00
HZM87	Wire Welder (With operator)	Day	\$225.00
HZM88	Air Blower (With operator)	Day	\$175.00
HZM89	HEPA Vac (With operator)	Day	\$480.00
HZM90	Barrel Cart	Day	\$15.00
HZM91	Wheelbarrow	Day	\$15.00
HZM92	Oil Dry Spreader	Day	\$18.00
HZM93	Traffic Control Vest, Cones, Flags, Barrels, etc	Day	\$225.00
HZM94	Drill w/ Bits	Day	\$40.00
HZM95	Grounding Cable and Rod	Day	\$15.00
HZM96	Circular Saw	Day	\$30.00
HZM97	Hand Tool per employee *(shovels, brooms etc.)	Day	\$30.00
HZM98	Tool Kit (Hammers, Pliers, Screwdrivers)	Day	\$45.00
HZM99	Wrench Kit (Bung wrench, speed, etc)	Day	\$25.00
HZM100	Step Ladder	Day	\$9.50
HZM101	Extension Ladder	Day	\$11.50
HZM102	Photographic Equipment	Day	\$125.00
HZM103	Level A Suit (Kappler Responder)	Each	\$800.00
HZM104	Level B Suit (Kappler Responder)	Each	\$350.00
HZM105	Level C Suit (Kappler Responder)	Each	\$225.00
HZM106	Tyvek Coveralls (DuPont)	Each	\$8.00
HZM107	Proshield (DuPont NG127s)	Each	\$7.00
HZM108	Saranex (DuPont SL127T)	Each	\$30.00
HZM109	Acid Suit	Each	\$95.00

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No.	Description	Unit	Rate
HZM110	Rain Suit	Each	\$35.00
HZM111	Neoprene Gloves, Pair	Pair	\$12.00
HZM112	Nitrile Gloves, Pair	Pair	\$8.00
HZM113	Silvershield Gloves	Pair	\$12.00
HZM114	PVC Gloves	Pair	\$3.25
HZM115	Cotton or Latex Gloves	Pair	\$1.00
HZM116	Leather Work Gloves	Pair	\$12.50
HZM117	PVC Boots (Haz Mat)	Pair	\$32.50
HZM118	Boot Covers	Pair	\$8.00
HZM119	Hearing Protection	Pair	\$0.40
HZM120	Detector Tubes	Each	\$18.00
HZM121	Ph Paper	Pack	\$25.00
HZM122	Spill Classifier	Each	\$15.00
HZM123	Respirator Airline 50' Section	Each	\$175.00
HZM124	Respirator Cartridges	Pair	\$35.00
HZM125	Handheld Radios	Each	\$75.00
HZM126	5"x10' Absorbent Boom-Petroleum (CEP-WB510)	Bale of 4	\$105.00
HZM127	8"x10' Absorbent Boom-Petroleum (CEP-WB810)	Bale of 4	\$155.00
HZM128	3"x 12' Absorbent Boom-Universal (CEP-HAZSOCIO)	Bale of 4	\$70.00
HZM129	Absorbent Pads Bundle-Petroleum (CEP-WP100H or equal)	Bundle	\$87.50
HZM130	Absorbent Pads Bundle-Universal (CEP-OPP15 or equal)	Bundle	\$132.50
HZM131	Oil Dry (CEP-FLAB50 or equal)	Bag (40lb)	\$15.00
HZM132	Peat Moss (CEPEXSORB or equal)	Bag	\$35.00
HZM133	Vermiculite (CEP-VERM4 or equal)	Bag	\$30.00
HZM134	Soda Ash Bag (CEP-SODASH or equal)	Bag	\$30.00
HZM135	4 mil 20x100 polyethylene (4 mil)	Roll	\$70.25
HZM136	6 mil 20x100 polyethylene (6 mil)	Roll	\$89.00
HZM137	6 mil bags (6 mil)	Case	\$92.00
HZM138	Duct Tape (N/A)	Roll	\$5.00
HZM139	55 Gallon Drum Overoak (CEP-1230YE or equal)	Each	\$110.00
HZM140	55 Gallon Drum Liners (10 mil)	Each	\$11.25
HZM141	Fiber Drums (55 gallon)	Each	\$55.00
HZM142	30 Gallon Overpak (CEP-1230YE or equal)	Each	\$115.00
HZM143	95 Gallon Overpak (CEP-1237YE or equal)	Each	\$275.00
HZM144	DOT Hazardous Waste Labels (DOT)	Box	\$35.00
HZM145	Fire Extinguisher	Each	\$75.00
HZM146	Caution/Hazard Tape	Roll	\$9.25
HZM147	Respirator Wipes	Box	\$20.00
HZM148	ChemTape , 10' roll (Kappler)	Roll	\$15.00

Note:

Any other equipment used by subcontractor will be charged at Subcontractor rate plus 23%

1. Transport (0-100 miles one way) and disposal of petroleum contaminated soil.
2. Includes pump, 100' of header pipe w/ well point 5' o.c., jet installation not to exceed 12' deep. Set up, take down, mob and demob is 1 charge at the weekly rate.

Note: Items subject to availability. Fuel surcharges may apply (negotiable at time of NTP).

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III. 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 and District during the term of this Contract not otherwise specified and provided for within this Contract.

IV. Payment Terms: Invoices are to be submitted in arrears, after services have been completed and funding disbursement of the individual projects, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County of Orange. Invoices shall be verified and approved by the County 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 or participating Cities 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.

V. Payment (Electronic Funds Transfer (EFT)): The County of Orange offers Contractors 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 an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the Agency/Department representative listed in the bid. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

VI. Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from a., above
- c. Name of County agency/department
- d. Delivery/service address
- e. Contract number
- f. Service Date
- g. Description of Tasks/Services (as specified above)
- h. Hourly Rate, Classification/Title and Number of Hours for each Task/Service
- i. Total
- j. Taxpayer ID number

The responsibility for providing an acceptable invoice to the participating County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Invoices and support documentation are to be forwarded to:

OC Public Works/Operations & Maintenance
2301 N. Glassell Street, 2nd Floor
Orange, CA 92865

County of Orange, OC Public Works
AshBritt, Inc.

MA-080-17010431

**ATTACHMENT C
STAFFING PLAN**

I. Key Personnel to perform Contract duties

Name	Classification/Designation	Years of Experience	Contractor or Subcontractor
Rob Ray	Operations Manager	25	Contractor
Dow Knight	Project Manager	21	Contractor
Matt Gierden	Quality Control Manager	15	Contractor
Ralph Dahlgren	Logistic Manager	20	Contractor

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved in writing by the County and District. Substitution or addition of Contractor's Key Personnel in any given classification/title shall be allowed only with prior written approval of the County Project Manager. During the term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor 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 the County and District's written approval. County and District reserves the right to have any of Contractor personnel removed from providing services to the County and District under this Contract. The County and District are not required to provide any reason for the request for removal of any Contractor personnel.

II. Subcontractor(s)

In accordance with Article 30, "Assignment or Subcontracting," 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 the County Project Manager.

Company Name & Address	Contact Name & Telephone Number	Project Function
Filter Recycling, Inc.	James Goyich-909.546.1354	Tree Cutting and Debris Hauling, TDSRS Operations, Demolition and HAZMAT
Cecil Logging, Inc.	Justin W. Cecil-562.533.2179	Tree Cutting and Debris Hauling, TDSRS Operations
AA High Climbers, LLC	Curtis King-360.875.1334	Tree Cutting and Debris Hauling