

AGREEMENT FOR PROFESSIONAL SERVICES
DISASTER DEBRIS REMOVAL AND DISPOSAL

This agreement ("Agreement"), dated as of Sep 26, 2023, 20__ ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and DRC Environmental Services, LLC (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified disaster response and recovery operations firm, experienced in environmental disaster recovery projects and related services; and

WHEREAS, in the judgment of Sonoma County Public Infrastructure it is necessary and desirable to employ the services of Contractor to be at the service of, and be able to respond to, the County's need for disaster debris removal and disposal services in times of catastrophic emergency such as fire, flood, earthquake, or any other natural or man-made large debris generating event.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

- 1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit "B," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"). Upon County's issuance of a Task Order pursuant to Article 2 hereunder, Contractor shall perform the services described in such Task Order, which shall identify a specific scope of services, expected results, project deliverables, and project schedule. Prices will be based on the Contractor's Unit Rate Price Schedule, included as Exhibit C, attached hereto and incorporated herein by this reference ("Rate Sheet"), and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and the Task Order, the provisions in the body of this Agreement shall control.
- 1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed

by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Contractor shall employ the following key personnel: Kristy Fuentes, Joe Newman, and Jeff Snow.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5 Contractor's Reports or Meetings.

- 1.5.1 Contractor shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month, and more frequently if requested in writing by County. The report should be sufficiently detailed for County's Department Head or designated project coordinator to determine if Contractor is performing to expectations and is on schedule, and to provide communication of interim findings

sufficient to address any difficulties or special problems encountered, so remedies can be developed.

1.5.2 Contractor's Project Manager shall meet with County's Department Head or designated project coordinator, as needed, to discuss progress on the project(s).

1.6 Federal Requirements.

Work under this Agreement may be funded by financial assistance from outside agencies, including from the Federal Emergency Management Agency (FEMA). With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto as Exhibit A "Federal Requirements – FEMA" (the "Federal Requirements"), attached hereto and incorporated as though fully set forth herein, and/or with such other terms and conditions as County may specify in any individual Task Order.

1. Allowable Costs and Payments.

2.1 Method of Payment.

All payment to Contractor under this Agreement shall be in accordance with the below provisions.

2.2. Task Orders.

2.2.1 Specific projects will be assigned to Contractor on an as-needed basis through issuance of Task Orders. No amount of work is guaranteed under this Agreement. Nothing herein grants Contractor any exclusive right to provide any services, and County reserves absolute discretion to obtain any and all services from other providers.

2.2.2 After a project to be performed under this Agreement is identified by County, County will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate the County's Department Head. The draft Task Order will be delivered to Contractor for review. Contractor shall return the draft Task Order within 48 hours along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable direct costs, and total dollar amount. After agreement has been reached on scope and total cost for the project, the finalized Task Order shall be signed by both County and Contractor.

2.2.3 Compensation to Contractor for Task Orders may be established on a lump sum (Firm Fixed Price) basis, or on a time and materials basis, based

on the labor and other rates specified in the attached Rate Sheet - Exhibit C. All rates and/or lump sums shall be all-inclusive of all salary costs, employee benefits, overhead, and fees. These rates shall remain fixed for the Term of this Agreement. In addition, Contractor will be reimbursed for non-labor costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order. No mark-up will be paid on direct costs.

2.2.4 Contractor shall not commence performance of work or services until a Task Order has been approved by County, and notification to proceed has been issued by County's Department Head. No payment will be made prior to final approval of any Task Order.

2.2.5 A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

2.2.6 The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.

2.2.7 The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by a written amendment to the Task Order prepared pursuant to Article 8.

2.2.8 If Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

2.2.9 Task Orders may not be used to amend this Agreement and may not exceed the scope of services contemplated by this Agreement.

2.3 Transportation & Subsistence.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the attached Rate Sheet - Exhibit C.

2.4 Milestone Costs.

When milestone cost estimates are included in a Task Order, Contractor shall obtain written approval of any revised milestone cost estimate from the County's Department Head before exceeding such cost estimate.

2.5 Progress Payments.

Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

2.6 Payment.

No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

2.7 Invoices.

Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services unless more frequent billing is required by the terms of a Task Order. The bills shall show or include: (a) the task(s) performed; (b) the time in quarter hours devoted to the task(s); (c) the hourly rate or rates of the persons performing the task(s); and (d) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by this Agreement shall not be reimbursed. Contractor shall include copies of invoices paid to sub-Contractors for any subcontractor work billed to the County.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Invoices shall be mailed to County's Department Analyst at the following address:
Sonoma County Public Infrastructure
Adrian Diaz, (or designee) Department Analyst
2300 County Center Dr., Suite A220
Santa Rosa, CA 95403

2.8 Contract Value.

It is understood and agreed that there is no guarantee, either expressed or implied, that any dollar amount will be authorized under this Agreement through Task Orders.

2.9 Salary Increases.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

2.10 Taxes.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either

form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to a date three years thereafter, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or

Sonoma County Public Infrastructure Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit D, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of

restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall

not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13 Subcontracting.

- 9.13.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subcontractor(s), and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to County for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor’s obligation to pay its subcontractor(s) is an independent obligation from County’s obligation to make payments to the Contractor.
- 9.13.2 Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by County’s Department Head, except that which is expressly identified in the attached Rate Sheet - Exhibit C.
- 9.13.3 All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- 9.13.4 Any substitution of subcontractor(s) must be approved in writing by County’s Department Head in advance of assigning work to the substitute subcontractor.

9.14 Equipment Purchase and Other Capital Expenditures.

9.14.1 Any equipment purchased as a result of this Agreement is subject to the acquisition, use, and disposal requirements of 2 CFR Part 200, including the following: (1) Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Contractor may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures and credit County in an amount equal to the sales price. If Contractor elects to keep the equipment, fair market value shall be determined at Contractor expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and Contractor, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County.

9.15 Appropriation Requirements.

9.15.1 Contractor understands that this Agreement was executed before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that could occur if the Agreement were executed after that determination was made.

9.15.2 It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

9.15.3 County has the option to terminate the Agreement pursuant to Article 4, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

9.16 Inspection of Work.

Contractor and any subcontractor shall permit County, the state, and the federal government, to review and inspect the project activities and files at all reasonable times during the Term of this Agreement, including review and inspection on a daily basis.

10. Prevailing Wages

10.1 General. Contractor shall pay to persons performing services hereunder amounts no less than the general prevailing rate of per diem wages for (1) work of

a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at Sonoma County Public Infrastructure and will be made available to any person upon request.

10.2 Subcontracts. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Contractor shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

10.3 Compliance Monitoring and Registration: This work specified above is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Contractor and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

10.4 Compliance With Law. In addition to the above, Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not

only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

12. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Sonoma County Public Infrastructure Attn: Adrian Diaz, Department Analyst 2300 County Center Dr., Suite A220 Santa Rosa, CA 95403 Email: Adrian.diaz@sonoma-county.org
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TO: CONTRACTOR:	DRC Emergency Services, LLC 111 Veterans Memorial Blvd. Suite 401 Metairie, LA 70005
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term

or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement 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. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

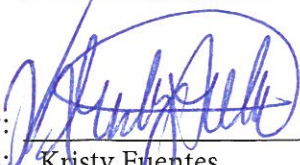
14.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

14.10. Counterpart: Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR: DRC Emergency Services, LLC COUNTY: COUNTY OF SONOMA

By: 
Name: Kristy Fuentes
Title: VP, Secretary, Treasurer
Date: 7/19/2023


CERTIFICATES OF
INSURANCE REVIEWED, ON
FILE, AND RECOMMENDED
FOR APPROVAL FOR COUNTY:

By: Adrian Diaz
Department Director or Designee
Date: Sep 14, 2023

APPROVED AS TO FORM FOR
COUNTY:

By: Jeremy Fonseca
County Counsel
Date: Sep 26, 2023

EXECUTED BY:

By: 
Johannes Hovertsz (Sep 26, 2023 15:36 PDT)
Director, Sonoma County Public
Infrastructure

Under authority granted by the
Board of Supervisors

Date: Sep 26, 2023

EXHIBITS

Exhibit A - FEMA Rider

Exhibit B - Scope of Services

Exhibit C - Rates

Exhibit D - Insurance

Exhibit A
FEDERAL REQUIREMENTS – FEMA PUBLIC ASSISTANCE
Procurement Contracts (non-subawards)
Construction (TPW Caltrans Spec.) and Services Agreements
[Version 11-01-21]

1. DEFINITIONS

- 1.1 Government** means the United States of America and any executive department or agency thereof.
- 1.2 FEMA** means the Federal Emergency Management Agency.
- 1.3 Third Party Subcontract** means a subcontract at any tier entered into by Consultant or any subcontractor or contractor, financed in whole or in part with federal assistance derived from the Federal Emergency Management Agency.
- 1.4** For purposes of this Exhibit, **Consultant** may be referred to as “Contractor” or “contractor.”
- 1.5 Agreement or “Contract”** means that certain Agreement between the County of Sonoma (“County”) and Contractor, and to which this Exhibit is made a part.

2. GENERAL REQUIREMENTS

- 2.1** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. Contractor must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- 2.2** Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, FEMA policies, procedures, directives, and program or grant conditions, as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 C.F.R.¹ 200.317 through 200.327 and Appendix II to 2 CFR Part 200—“Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,” which is included herein by reference; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.² 1501 et seq.); and all related and Department of Homeland Security-mandated federal regulations, including 44 CFR Part 7.
- 2.3** Whether or not expressly set forth herein, all contractual provisions required by FEMA (including as may be amended or modified from time to time) are hereby incorporated by reference. This agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions required by FEMA. In the event of any conflict between any provision of this Agreement, this Exhibit, or any FEMA term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any FEMA term, condition, or requirement.

¹ Code of Federal Regulations (“CFR”).

² United States Code (“USC”).

- 2.4 The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.
- 2.5 Contractor shall ensure it has the necessary processes and systems in place to comply with applicable federal reporting requirements, including those contained in 2 CFR Part 170 as applicable.
- 2.6 INTENTIONALLY OMITTED
- 2.7 Repair or Construction Activity. For all repair or construction activity done pursuant to this Agreement (if applicable), all such repair or construction shall be carried out in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications and standards, including those required pursuant to 44 CFR 206.400.
- 2.8 Contractor agrees to include the herein-stated clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

3. ACCESS TO RECORDS

- 3.1 Contractor shall provide County and the Department of Homeland Security access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by federal regulations and other applicable laws or program guidance.
- 3.2 Contractor agrees to provide County, the State of California, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- 3.3 In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 3.4 The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and close outs are completed, except in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.
- 3.5 The requirements set forth above are all in addition to, and should not be considered to be in lieu of, any more stringent requirement set forth in the Agreement.

4. DEBARMENT AND SUSPENSION

- 4.1 This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 4.2 Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 4.3 Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180.
- 4.4 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4.5 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 4.6 Contractor agrees to the provisions of Exhibit -1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit -1, Contractor is the "prospective lower tier participant."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (all construction contracts meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this Agreement, the contractor agrees as follows:

- 6.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 6.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 6.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 6.4 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.5 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6.6 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 6.8 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency,

instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7. NONDISCRIMINATION CLAUSE

7.1 Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave, or based on any other prohibited basis.

7.2 Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS (all contracts in excess of \$100,000 that involve the employment of mechanics, laborers, or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or

permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor (and all subcontractors) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Further requirements are contained in the Davis-Bacon provisions (*see* 29 CFR 5.5(a)) stated further herein and are incorporated here by reference.

To the extent work under this Agreement is not covered by any of the other statutes listed in 29 CFR 5.1, further compliance with the Contract Work Hours and Safety Standards Act shall be required as follows:

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

9. NOTICE OF REPORTING REQUIREMENTS

Contractor acknowledges that it has read and understands the reporting requirements of FEMA, including the “SF-425 Federal Financial Report Filing Instructions” (available at <https://www.fema.gov/media-library/assets/documents/28389>). Contractor agrees to comply with all applicable reporting requirements, including those contained in any grant terms and conditions, notices of funding opportunity, or any program guidance associated with any FEMA funding related to this Agreement.

10. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

10.1 Contractor agrees that FEMA reserves and shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

10.1.1 The copyright in any work developed with the assistance of funds provided under this Agreement;

10.1.2 Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

10.2 Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

11. RIGHTS TO INVENTIONS (contracts meeting the definition of “funding agreements” (see 37 CFR Part 401) for experimental, research, or development projects)

-NOT APPLICABLE-

12. CLEAN AIR AND WATER POLLUTION REQUIREMENTS (all contracts and subcontracts in excess \$150,000)

12.1 Clean Air Act

12.1.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (42 USC 7401-7671q).

12.1.2 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

12.1.3 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

12.2 Federal Water Pollution Control Act

- 12.2.1 Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. (33 USC 1251-1388).
- 12.2.2 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of California (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 12.2.3 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

13. TERMINATION FOR CONVENIENCE OF COUNTY (all contracts in excess of \$10,000)

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County’s applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the “Standard Professional Services Agreement.”

14. TERMINATION FOR CAUSE/DEFAULT (all contracts in excess of \$10,000)

Contractor’s failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County’s applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the “Standard Professional Services Agreement.”

15. CHANGES

For construction contracts, see Sections 4 and 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County’s applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 8 of the “Standard Professional Services Agreement.”

16. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)) (all contracts and subcontracts in excess of \$100,000)

16.1 Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Contractor, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

16.2 Contractor shall file the required certification, Exhibit -2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000

17. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)

If subcontracts are to be let, Contractor, as prime contractor, is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

18. PROCUREMENT OF RECOVERED MATERIALS

18.1 Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18.2 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

19. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or

service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

20. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

22. DHS SEAL, LOGO, AND FLAGS

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

23. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT (only prime construction, repair, or alteration contracts in excess of \$2,000 funded under the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, or Rehabilitation of High Hazard Potential Dams Program)

a. Compliance with the Davis –Bacon Act:

Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. This contract is awarded on condition that said prevailing wage determination is accepted. Contractor shall pay wages not less than once a week.

Without limitation to the foregoing, and applicable as to all contracts under the Contract Work Hours and Safety Standards (above, Section 8), Contractor shall comply as follows:

29 CFR 5.5(a)

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a

determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the County may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

- (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees -*

- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator

determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor and all subcontractors shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the County may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- (8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) ***Certification of eligibility.***
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (11) ***Compliance with the Copeland "Anti-Kickback" Act (required for all construction contracts over \$2,000 where Davis-Bacon requirements also apply):***
- (1) Contractor. The contractor (and all subcontractors) is expressly bound and shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Contractor and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
 - (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

24. BONDS (all construction or facility improvement contracts, or any subcontracts thereof, exceeding \$250,000)
 Unless otherwise excepted in writing by County, Contractor shall obtain and maintain bonds as follows:

- 24.1** A performance bond for 100 percent of the Agreement price, and
- 24.2** A payment bond for 100 percent of the Agreement price.

Exhibit -1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.


Contractor Signature


Date

Exhibit -2

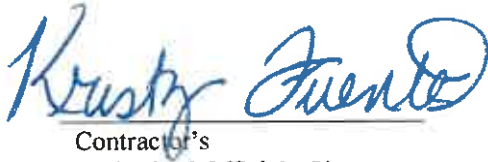
APPENDIX A, 44 C.F.R. PART 18 –CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining or awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, DRC Pacific, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Contractor's
Authorized Official - Signature

Vice President/Secretary/Treasurer
Title

3/10/2023
Date

SCOPE OF SERVICES

7.1 MOBILIZATION AND RESPONSE

The CONTRACTOR shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in less than seventy-two (72) hours. Operations must begin within twenty-four (24) hours of task order issuance by SCPI or SCEH. Depending on the nature and severity of the event, the COUNTY may request immediate mobilization.

7.2 EMERGENCY ROAD CLEARANCE

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from COUNTY roadways and waterways to make them passable immediately following a declared disaster. This may include roadways in municipalities within the COUNTY. Roadways will be cleared as directed by the COUNTY and as soon as possible under the circumstances. The CONTRACTOR shall assist the COUNTY and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (that is, certification), starting and ending times, and zones/areas cleared. Services performed under this contract element will be compensated based on hourly labor and equipment price Schedules established in the contracts issued pursuant to this RFP process.

7.3 RIGHT-OF-WAY VEGETATIVE DEBRIS REMOVAL

Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris from the County Right-of-Way (ROW) to a COUNTY-approved TDSRS or COUNTY-approved State-permitted disposal site in accordance with all federal, state, and local regulations.

- a. Vegetative debris in the County ROW is defined as debris, resulting from flooding, or other natural or human-caused disaster, resulting in damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber, and wood products that have been, or will be placed along public ROWs, easements, County parks, alleys, County TDSRSs, and other areas as designated by the COUNTY.
- b. The CONTRACTOR must provide traffic control as conditions require or as directed by the COUNTY.
- c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed by the COUNTY. The COUNTY will provide specific right of entry (ROE) legal and operational procedures.

7.4 TEMPORARY DEBRIS STAGING AND REDUCTION SITE MANAGEMENT AND OPERATIONS

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate a TDSRS for the acceptance, management, segregation, staging, and reduction of disaster debris. Reduction methods must be approved by the

COUNTY prior to commencement of reduction activities. TDSRS layouts and ingress and egress plans must be approved by the COUNTY.

- a. Managing a TDSRS location includes helping to obtain necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies, which may include but are not limited to EPA, California Environmental Protection Agency (CalEPA), CalRecycle, California State Water Resources Control Board (SWRCB) or other State agencies. The CONTRACTOR shall also be responsible for all costs associated with third-party groundwater and soil testing.
- b. Debris at a TDSRS will be clearly segregated and managed independently by debris types (C&D, vegetative, HHW, white goods, automotive, and other scope of service items), programs (ROW collection, private property debris removal, etc.), and COUNTY.
- c. If the alternate tonnage price schedule of this RFP is used, the CONTRACTOR shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of receiving the task order or written notice that the COUNTY intends to use the alternate tonnage price schedule of this RFP. The CONTRACTOR shall provide a sufficient number of scales meeting the COUNTY's specifications to provide for the efficient delivery of waste streams without excessive wait times. The COUNTY shall decide what constitutes an excessive wait time. To the extent that the COUNTY determines that additional scales are required, certified scales must be operational within five (5) business days of the COUNTY's written request.
- d. The CONTRACTOR is responsible for maintaining the TDSRS approach and interior roads for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- e. The CONTRACTOR is responsible for providing TDSRS traffic control (for example, traffic cones and staff with traffic flags).
- f. The CONTRACTOR is responsible for providing TDSRS dust control and erosion control (for example, an operational water truck, silt fencing, and other best management practices).
- g. The CONTRACTOR is responsible for providing twenty-four (24)-hour security at a TDSRS.
- h. The CONTRACTOR will only permit CONTRACTOR vehicles and others specifically authorized by the COUNTY on TDSRS locations.
- i. The CONTRACTOR is responsible for providing TDSRS utilities (for example, water, lighting, and portable toilets).
- j. The CONTRACTOR is responsible for providing TDSRS fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).
- k. The CONTRACTOR is responsible for providing qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The COUNTY will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the TDSRS. The CONTRACTOR is responsible for leading coordination and conducting operations in partnership with any allied stakeholder agencies

for the disposal of HHW/contaminant material segregated and stored in lined containers at the TDSRS.

- I. The CONTRACTOR shall provide towers from which the COUNTY can make volumetric load calls. The towers provided by the CONTRACTOR will meet required minimum specifications.
- m. The CONTRACTOR is responsible for operating the TDSRS in accordance with OSHA, EPA, and CalEPA guidelines.
- n. Upon completion of haul-out activities, the CONTRACTOR shall restore the site to its original condition prior to site use at their own expense, abide by all local, state, and federal environmental regulatory requirements, and obtain a written release from the COUNTY. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the COUNTY's direction for a TDSRS operation. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by COUNTY and CalEPA.

7.5 TEMPORARY DEBRIS STAGING AND REDUCTION SITES MANAGEMENT AND REDUCTION BY GRINDING

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by grinding. Reduction methods are at the discretion of the COUNTY. Grinding must be approved by the COUNTY prior to commencement of reduction activities.

- a. All unreduced disaster debris must be staged separately from reduced debris at a TDSRS.
- b. The CONTRACTOR must obtain the COUNTY's approval to reduce C&D Debris. If approved for reduction by the COUNTY, C&D debris must be reduced via grinding in order for the COUNTY to compensate the CONTRACTOR for reduction. Incineration or mauling of C&D are generally not acceptable methods of C&D reduction, however; dependent upon the nature of the disaster and applicable permit conditions, the County may consider allowing such methods.

7.6 TEMPORARY DEBRIS STAGING AND REDUCTION SITES MANAGEMENT AND REDUCTION BY INCINERATION

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the COUNTY. Incineration must be approved by the COUNTY prior to commencement of reduction activities.

All unreduced disaster debris must be staged separately from reduced debris at the TDSRS.

7.7 RIGHT-OF-WAY CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL

Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible C&D Debris from the ROW to a COUNTY-approved State-permitted disposal site in accordance with all federal, state, and local regulations.

- a. C&D Debris in the ROW is defined as disaster-generated debris that has been or will be placed along ROW, easements, County parks, alleys, and County debris staging areas.
- b. For the purposes of this contract, eligible C&D Debris that is piled in immediate proximity to the ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.
- c. Once the debris removal vehicle has been issued a load ticket from the COUNTY's authorized representative, the debris removal vehicle will proceed immediately to a County-approved State-permitted disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. The CONTRACTOR must provide traffic control as conditions require or as directed by the COUNTY.
- e. Entry onto private property for the removal of eligible C&D Debris will only be permitted when directed by the COUNTY. The COUNTY will provide specific ROE legal and operational procedures.
- f. C&D Debris must be monitored for the collection, complete haul, and delivery at the COUNTY-approved State-permitted disposal site. The COUNTY or authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

7.8 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF NON-REGULATED ASBESTOS-CONTAINING MATERIAL (NON-RACM) STRUCTURES

Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible non-regulated asbestos-containing material (non-RACM) structures on private property within the jurisdictional limits of the COUNTY. Under this service, work will include asbestos-containing material (ACM) testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of non-RACM structures, as well as scattered C&D Debris on private property, will be transported to a County-approved State-permitted disposal site in accordance with all federal, state, and local regulations.

- a. Removal and transportation of demolished structures and scattered C&D Debris on private property will be performed as identified by the COUNTY.
- b. Entry onto private property will only be permitted when directed by the COUNTY. The COUNTY will provide specific ROE legal and operational procedures.
- c. The CONTRACTOR is required to strictly adhere to all federal, state, and local regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.

- d. Decommissioning consists of the removal and disposal of all HHW, used electronics, white goods, and scrap tires from a non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local regulations.
- e. Any structurally unsound and unsafe structures will be identified and presented to the COUNTY for direction regarding decommissioning.
- f. Removal and transportation of eligible non-RACM demolished structures and eligible scattered C&D Debris on private property will be performed as directed in writing by the COUNTY's authorized representative.
- g. Once the debris removal vehicle has been issued a load ticket from the COUNTY's authorized representative, the debris removal vehicle will proceed immediately to a County-approved State-permitted disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- h. Entry onto private property for the removal of eligible C&D Debris will only be permitted when directed in writing by the COUNTY. The COUNTY will provide specific ROE legal and operational procedures for private property debris removal programs if they are implemented.

7.9 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF RACM STRUCTURES

Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D Debris on private property, will be transported to a County-approved State-permitted disposal site in accordance with all federal, state, and local regulations.

- a. The CONTRACTOR is required to strictly adhere to all local, state, and federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- b. Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable local, state, and federal regulations.
- c. Any structurally unsound and unsafe structures will be identified and presented to the COUNTY for direction regarding decommissioning.
- d. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D Debris on private property will be performed as directed in writing by the COUNTY.
- e. Once the debris removal vehicle has been issued a load ticket from the COUNTY, the debris removal vehicle will proceed immediately to a COUNTY-approved State-permitted disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- f. Entry onto private property for the removal of eligible C&D Debris will only be permitted when directed in writing by the COUNTY. The COUNTY will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

7.10 REMOVAL OF HAZARDOUS TREES AND HANGING LIMBS

Under this contract, work shall consist of all labor, equipment, fuel, control costs, and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured four and a half (4.5) feet from the base of the tree, and eligible hazardous hanging limbs two (2) inches or greater in diameter at the point of the break and in the ROW. Further, debris generated from the removal of eligible hazardous trees and eligible hazardous hanging limbs two (2) inches or greater in diameter at the point of the break and in the ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with Part 7.3 of this RFP. Eligible hazardous trees less than six (6) inches in diameter, measured four and a half (4.5) feet from the base of the tree, will be flush cut, loaded, and removed in accordance with Part 7.3 of this RFP. The COUNTY will not compensate the CONTRACTOR for cutting trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the ROW, then the CONTRACTOR must load the resulting debris as eligible hazardous trees or eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous trees will be identified by the COUNTY for removal. Removal and transportation of hazardous trees six (6) inches or greater in diameter on the ROW or private property will be performed as identified by the COUNTY or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the CONTRACTOR in writing by the COUNTY or authorized representative. For hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 - i. The tree has a broken canopy.
 - ii. The tree has a split trunk.
 - iii. The tree has fallen or been uprooted within a public use area.
 - iv. The tree is at an angle greater than thirty (30) degrees.
- b. Eligible hazardous hanging limbs will be identified by the COUNTY for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter at the point of the break and on the ROW or private property will be performed as identified by the COUNTY's authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the CONTRACTOR in writing by the COUNTY's authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
 - i. The limb is two (2) inches or greater in diameter at the point of the break.
 - ii. The limb is still hanging in a tree and threatening a public use area.
 - iii. The limb is located on improved public property.

7.11 REMOVAL OF HAZARDOUS STUMPS

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous uprooted stumps 2 feet or greater in diameter, measured 2 feet from the base of the tree, in the ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of eligible hazardous uprooted stumps in the ROW will be placed in the safest possible location in the ROW and subsequently removed in accordance with Part 7.3 of this RFP. The diameter of stumps less than 2 feet will be converted into a cubic yardage volume based on the published Public Assistance Program and Policy Guide, Appendix E - FEMA Stump Conversion Table, found on-line at:

https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf

Stumps will be removed under the terms and conditions of Part 7.3 of this RFP.

- a. Eligible hazardous stumps will be identified by the COUNTY for removal. Removal and transportation of hazardous uprooted stumps in the County ROW and private property will be performed as identified by the COUNTY. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR in writing by the COUNTY. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:
 - i. Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.
 - ii. Fifty (50) percent or more of the root ball is exposed.
 - iii. The stump is on County ROW and poses an immediate threat to public health, safety, or welfare.
- b. Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal under the terms and conditions of Part 7.3 of this RFP. Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed under the terms and conditions of Part 7.3 of this RFP. The cubic yard volume of the unattached stump will be based on the diameter conversion using the published Public Assistance Program and Policy Guide, Appendix E - FEMA Stump Conversion Table (See above).
- c. The COUNTY or its representative will measure and certify all stumps before removal.
- d. Stumps shall only be collected after the COUNTY and the CONTRACTOR document and perform the following:
 - i. Location – Determine that the uprooted stump is located on improved public property or a public ROW. Record and document the location using photography, map depiction, and specific descriptive notations.
 - ii. Size – Measure and record the diameter of the stump to be removed at the appropriate location.

- iii. Marking – Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
- iv. Stump Worksheet – Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: 1) names and signatures of parties present; 2) physical location (street address, road cross streets, etc.); 3) stump number; 4) size of the stump; and 5) date of stump removal.
- e. The unit stump price shall include but not be limited to stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

7.12 RIGHT-OF-WAY WHITE GOODS DEBRIS REMOVAL

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, decontamination, and transportation to a COUNTY-approved State-permitted disposal site.

- a. White goods containing refrigerants must first have such refrigerants removed by the CONTRACTOR'S qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.
- b. The removal, transportation, and disposal of white goods includes obtaining all necessary local, state, and federal Handling Permits and operating in accordance with all local, state, and federal regulatory agencies.

7.13 USED ELECTRONICS

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible used electronics from the ROW to the COUNTY-approved State-permitted disposal site. Eligible used electronics includes but is not limited to disaster-damaged televisions, computers, computer monitors, and microwaves in areas identified and approved by the COUNTY. The CONTRACTOR shall recycle or dispose of all eligible used electronics in accordance with all local, state, and federal regulations.

7.14 HOUSEHOLD HAZARDOUS WASTE REMOVAL, TRANSPORT, AND DISPOSAL

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of HHW.

- a. The removal, transportation, and disposal of HHW includes obtaining all necessary local, state, and federal Handling Permits and operating in accordance with all local, state, and federal regulations.
- b. The collection methods shall include collection vehicles supplied by the CONTRACTOR which shall be capable of transporting HHW materials from the curb to a COUNTY-approved State-

permitted HHW disposal sites. All hazardous waste collection personnel shall wear Level D PPE and carry a means of communication (for example, cell phone or radio) for safety and operational purpose. CONTRACTOR personnel shall observe all applicable safety requirements for the handling of HHW in accordance with applicable regulations. All HHW shall be examined prior to collection to ensure it is free of other more serious contaminants, including PCBs. Such serious and non-qualifying non-HHW waste shall be noted and scheduled for separate recovery by the COUNTY or CONTRACTOR as directed by the COUNTY. Debris identified as HHW shall be collected and placed in poly bags for temporary storage during transport to a COUNTY-approved State-permitted disposal site.

- c. The CONTRACTOR is responsible for leading coordination and conduction operations for the disposal of HHW/contaminant material segregated and stored in lined containers at the TDSRS(s)
- d. Based on prior events, where fire debris is involved, it is desirable to have field teams consistent with the following personnel:
 - (1) Supervisor
 - (1) Certified Asbestos Consultant (CAC)
 - (2) Environmental Technicians
 - (2) Asbestos Technicians

7.15 ABANDONED VEHICLE AND VESSEL REMOVAL

Under this contract, work shall consist of the all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and haul-out of eligible vessels and vehicles in areas identified and approved by the COUNTY. The removed eligible vehicles will be hauled to a COUNTY-approved staging area and subsequently disposed of by the appropriate entity.

The removal, transportation, and disposal requirements for abandoned vehicles and vessels includes: 1) Obtaining all necessary local, state, and federal Handling Permits, and 2) Operating in accordance with all local, state, and federal regulations.

7.16 ANIMAL CARCASS REMOVAL AND DISPOSAL

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses in areas identified and approved by the COUNTY to an approved State-permitted disposal site. The carcasses will be hauled to a COUNTY-approved staging area and subsequent disposal coordinated with the appropriate regulatory and stakeholder agencies.

- a. The CONTRACTOR will coordinate activities with Sonoma County Animal Services.
- b. The removal, transportation, and disposal of animal carcasses includes obtaining all necessary local, state, and federal Handling Permits and operating in accordance with all local, state, and federal regulations.

7.17 HAUL-OUT OF REDUCED DEBRIS TO FINAL DISPOSAL SITE

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material (such as ash, compacted C&D, or mulch) from a TDSRS to a County-approved State-permitted disposal site in accordance with all local, state, and federal regulations.

- a. All unreduced disaster debris must be transported to a state permitted disposal site separately from reduced debris.
- b. The CONTRACTOR shall provide the name and address of each disposal site to be used along with the name and the telephone number of a responsible party for each site, prior to commencing the work.
- c. The CONTRACTOR shall not use any disposal site without the written consent of the COUNTY. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the COUNTY prior to issuing any such authorization.
- d. The CONTRACTOR shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the CONTRACTOR, and the COUNTY for permission to post a Debris Monitor at the site for verification of each load disposed.
- e. The CONTRACTOR shall provide a sufficient number of debris site towers and/or certified scales meeting COUNTY specifications to provide for the efficient delivery of waste streams without excessive wait times. The COUNTY shall decide what constitutes an excessive wait time. To the extent that the COUNTY determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the COUNTY's request and certified scales must be operational within five (5) business days of the COUNTY's request.
- f. At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.
- g. The CONTRACTOR shall not receive any payment from the COUNTY for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a state permitted disposal site that was not approved by the COUNTY.

Schedule 1: Unit Rate Price Schedule

County of Sonoma RFP: Disaster Debris Removal and Disposal

Reference "Scope of Work Elements".

7.3 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to an End User approved DMS or End User approved final disposal site.	Unit	Cost \$	\$ Per Ton (Alternate)	
	0 to 15 miles	CY	\$25.92	\$219.40
	15 to 30 miles	CY	\$27.48	\$231.10
	30 to 60 miles	CY	\$30.42	\$253.15
	Greater than 60 miles	CY	\$33.98	\$279.85
7.4 TDSRS Management and Operations Work consists of managing and operating TDSRS for acceptance of eligible vegetative disaster-related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Unit	Cost \$	\$ Per Ton (Alternate)	
		CY	\$4.68	\$37.44
7.5 TDSRS Management and Reduction by Grinding Work consists of managing and operating TDSRS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as TDSRS is reflected in this bid.	Unit	Cost \$	\$ Per Ton (Alternate)	
		CY	\$9.86	\$78.88
7.6 TDSRS Management and Reduction by Air Curtain Incineration Work consists of managing and operating TDSRS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as TDSRS is reflected in this bid.	Unit	Cost \$	\$ Per Ton (Alternate)	
		CY	\$7.86	\$62.88
7.7 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to an End User approved final disposal site.	Unit	Cost \$	\$ Per Ton (Alternate)	
	0 to 15 miles	CY	\$17.82	\$150.19
	15 to 30 miles	CY	\$29.42	\$157.39
	30 to 60 miles	CY	\$32.62	\$171.79
	Greater than 60 miles	CY	\$35.88	\$186.46
7.8 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.	Unit	Cost \$	\$ Per Ton (Alternate)	
	0 to 15 miles	CY	\$39.82	\$229.19
	15 to 30 miles	CY	\$41.42	\$236.39

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30 to 60 miles	CY	\$44.62	\$250.79
Greater than 60 miles	CY	\$47.88	\$265.46

7.9 Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.				
	Unit	Cost \$	\$ Per Ton (Alternate)	
	0 to 15 miles	CY	\$89.82	\$504.19
	15 to 30 miles	CY	\$91.42	\$511.39
	30 to 60 miles	CY	\$94.62	\$525.79
Greater than 60 miles	CY	\$97.88	\$540.46	

7.10 Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the End User ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	
	6 inch to 12.99 inch diameter	1,500	\$225.00
	13 inch to 24.99 inch diameter	1,000	\$495.00
	25 inch to 36.99 inch diameter	750	\$650.00
	37 inch to 48.99 inch diameter	300	\$795.00
	49 inch and larger diameter	100	\$940.00
	Hanger Removal (per Tree)	3,000	\$325.00

7.11 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to an End User approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.	Estimated Quantity	\$ Per Stump	
	24.0 inch to 36.99 inch diameter	500	\$695.00
	37 inch to 48.99 inch diameter	250	\$895.00
	49 inch and larger diameter	50	\$1,298.00

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7.12	ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to an End User-approved DMS site or End User approved facility for recycling. CONTRACTOR shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The CONTRACTOR shall also be responsible for the transportation of eligible white goods from the End User approved DMS to an End User approved facility for recycling.	Estimated Quantity	\$ Per Unit
	Refrigerators and freezers requiring refrigerant recovery and decontamination	250	\$195.00
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	500	\$75.00
7.13	Used Electronics Removal Work consists of the recovery and disposal of disaster-damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the End User.	Estimated Quantity	\$ Per Unit
		250	\$75.00
7.14	Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of HHW from the ROW to an End User approved permitted hazardous waste facility or MSW type I landfill.	Estimated Quantity	\$ Per Pound
		10,000	\$45.00
7.15 a	Abandoned Vehicle Removal Work consists of the removal and transport of eligible abandoned vehicles.	Estimated Quantity	\$ Per Unit
	Passenger Car	50	\$1,250.00
	Single Axle	25	\$1,350.00
	Double Axle	25	\$1,450.00
7.15 b	Abandoned Vessel Removal Work consists of the removal and transport of eligible abandoned vessels.	Estimated Quantity	\$ Per Unit
	Vessels less than 20 linear feet	400	\$2,750.00
	Vessels 21 linear feet and greater	60	\$4,750.00
7.16	Animal Carcass Removal and Disposal Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound
		10,000	\$12.00
7.17	Haul-out of Reduced Debris to an End User Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster-related debris at an End User approved DMS to an End User designated final disposal site.	Estimated Quantity	\$ Per Cubic Yard
	0 to 15 miles	10,000	\$11.42
	15 to 30 miles	10,000	\$12.86
	30 to 60 miles	15,000	\$15.68
	Greater than 60 miles	15,000	\$18.68

ATTACHMENT D

Schedule 2: Equipment & Labor Rates

County of Sonoma RFP: Disaster Debris Removal and Disposal Services

EQUIPMENT & LABOR RATES			
Equipment	Unit	Cost \$	Mob/De-Mob Lump Sum
Air Curtain Burner, Self-Contained System	Day	\$2,250.00	\$750.00
Street Sweeper	Hour	\$550.00	\$450.00
Sweeper – open air broom	Hour	\$550.00	\$450.00
Truck - 3/4 ton Pickup	Day	\$1,250.00	\$450.00
Truck - 6 Wheel Drive Heavy Off Roads	Hour	\$395.00	\$650.00
Truck - Box	Day	\$3,000.00	\$450.00
Truck - Service	Hour	\$325.00	\$450.00
Truck - Supplies	Hour	\$350.00	\$450.00
Truck - Water	Hour	\$450.00	\$450.00
Dozer-CAT D4 or equivalent	Hour	\$395.00	\$550.00
Dozer-Cat D8 or equivalent	Hour	\$850.00	\$550.00
Dump Truck - 5 CY	Hour	\$275.00	\$350.00
Dump Truck - Trailer, 50-80 cubic yard	Hour	\$450.00	\$350.00
Dump Truck-Tandem, 14-18 cubic yard	Hour	\$375.00	\$350.00
Dump Truck-Trailer, 24-40 CY	Hour	\$385.00	\$350.00
Dump Truck-Trailer, 41-60 CY	Hour	\$425.00	\$350.00

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EQUIPMENT & LABOR RATES			
Equipment	Unit	Cost \$	Mob/De-Mob Lump Sum
Dump Trailer w/Tractor, 30 to 40 CY	Hour	\$350.00	\$350.00
Dump Trailer w/Tractor, 41 to 50 CY	Hour	\$395.00	\$350.00
Dump Trailer w/Tractor, 51 to 60 CY	Hour	\$425.00	\$350.00
Dump Truck - 10 to 15 CY	Hour	\$225.00	\$350.00
Walking CAoor Trailer w/Tractor, 100CY	Hour	\$250.00	\$350.00
Equipment Transports	Hour	\$150.00	\$550.00
Excavator - Cat 320 or equivalent	Hour	\$550.00	\$650.00
Excavator - Cat 325 or equivalent	Hour	\$595.00	\$650.00
Excavator - Cat 330 or equivalent	Hour	\$625.00	\$650.00
Excavator - Rubber Tired with debris grapple	Hour	\$450.00	\$850.00
Farm Tractor w/Boxblade	Hour	\$225.00	\$450.00
Feller Bunchers 611 Hydro-Ax or equivalent	Hour	\$375.00	\$650.00
Forklift - Extends Boom with debris grapple	Hour	\$225.00	\$450.00
Generator, 10 kW, List kW Capacity	day	\$1,500.00	\$1,250.00
Generator, 50 kW, List kW Capacity	day	\$14,500.00	\$3,500.00
Generator, 80 kW, List kW Capacity	day	\$16,500.00	\$5,500.00
Generator, 200 kW, List kW Capacity	day	\$24,500.00	\$6,500.00
Generator, 2,500 kW, List kW Capacity	day	\$32,500.00	\$9,500.00

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EQUIPMENT & LABOR RATES			
Equipment	Unit	Cost \$	Mob/De-Mob Lump Sum
Jetter Vac Truck	Hour	\$325.00	\$450.00
Light Plant with Fuel and Support	day	\$350.00	\$350.00
Loader - Bobcat, 753 or John Deere 648-E with debris grapple or equivalent	Hour	\$325.00	\$650.00
Loader - Front End, 544 or equal with debris grapple or equivalent	Hour	\$395.00	\$650.00
Loader - Knuckleboom -216 Prentice or equivalent	Hour	\$350.00	\$650.00
Loader - Self, Knuckle Boom Truck, 25-35 CY Body	Hour	\$395.00	\$650.00
Loader - Self, Knuckle Boom Truck, 35-45 CY Body	Hour	\$425.00	\$650.00
Log skidder-JD 648E, or equivalent	Hour	\$395.00	\$450.00
Motor Grader-CAT 125 - 140HP or equivalent	Hour	\$425.00	\$450.00
Pickup Truck - Unmanned	Hour	\$350.00	\$450.00
Portable Light Plant	Hour	\$350.00	\$450.00
Power Screen	Hour	\$450.00	\$650.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	Day	\$5,500.00	\$650.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	Day	\$9,500.00	\$1,500.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	Day	\$12,500.00	\$2,500.00
Loader-Self, Scraper CAT 623 or equivalent	Hour	\$450.00	\$650.00
Stacking Conveyor	Hour	\$450.00	\$650.00

ATTACHMENT D

EQUIPMENT & LABOR RATES			
Equipment	Unit	Cost \$	Mob/De-Mob Lump Sum
Stump Grinder/ Vermeer 252 or equivalent	Hour	\$495.00	\$750.00
Street Sweeper	Hour	\$550.00	\$450.00
Sweeper – open air broom	Hour	\$550.00	\$450.00
Truck - 3/4 ton Pickup	Day	\$1,250.00	\$350.00
Truck - 6 Wheel Drive Heavy Off Roads	Hour	\$395.00	\$650.00
Truck - Box	Day	\$3,000.00	\$450.00
Truck - Service	Hour	\$325.00	\$350.00
Truck - Supplies	Hour	\$350.00	\$350.00
Truck - Water	Hour	\$450.00	\$350.00
Utility Van	Day	\$3,000.00	\$450.00
Other (List)			
Other (List)			
Other (List)			

ATTACHMENT D

MISC. DEBRIS REMOVAL SERVICE RATES			
Equipment	Unit	Cost \$	Mob/De-Mob Lump Sum
Carcass Removal, Transportation and Disposal*	Pound	\$9.95	\$850.00
(Removal of debris that will decompose such as animals or organic)	Pound	\$995.00	\$850.00
Waterway Debris Removal	Ton	\$398.00	\$2,500.00
Debris removal from canals, rivers, creeks, streams & ditches	CY	\$275.00	\$850.00
Sand Collection and Screening	CY	\$32.50	\$1,250.00
Pick up, screen and return debris laden sand/mud/dirt/rock	CY	\$42.50	\$2,500.00
Demolition of Private Structure	CY	\$48.50	\$850.00
Electronic Waste			
Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computer monitors and televisions	Unit	\$45.00	\$250.00
Biowaste			
Removal of waste capable of causing infection to humans (Animal waste, human blood, pathological waste)	Pound	\$38.50	\$650.00
20 CY Debris Box 0-5 miles from Disposal Site	Per Pull Cost	\$950.00	\$450.00
20 CY Debris Box 5-10 miles from Disposal Site	Per Pull Cost	\$1,050.00	\$450.00
30 CY Debris Box 0-5 miles from Disposal Site	Per Pull Cost	\$950.00	\$450.00
30 CY Debris Box 5-10 miles from Disposal Site	Per Pull Cost	\$1,050.00	\$450.00
40 CY Debris Box 0-5 miles from Disposal Site	Per Pull Cost	\$1,150.00	\$550.00
40 CY Debris Box 5-10 miles from Disposal Site	Per Pull Cost	\$1,250.00	\$550.00

*NOTE: Contractor will pay tipping fee or other disposal fee at final disposal site(s) and charge Sonoma at cost unless the County has pre contracted with the facility

ATTACHMENT D

<u>FINAL DISPOSAL- For Solid Waste Facilities</u>		
Service	Unit	Rate
Tipping Fees (Vegetative) <i>Fee includes negotiated contract price or pass through amount for vegetative</i>	Ton	\$98.50
Tipping Fees (Mix) <i>Fee includes negotiated contract price or pass through amount for mixed waste</i>	Ton	\$98.50
Tipping Fees (C&D) <i>Fee includes negotiated contract price or pass through amount for C&D</i>	Ton	\$98.50
Tipping Fees (Mix) - Class II Waste <i>Fee includes negotiated contract price or pass through amount for mixed waste</i>	Ton	\$98.50
Tipping Fees (Mix) - Class I Waste <i>Fee includes negotiated contract price or pass through amount for mixed waste</i>	Ton	\$98.50
Tipping Fees (Mix) - Special Waste - Class III with Class 1 or 2 designation - Fee includes negotiated contract price or pass through amount for mixed waste *	Ton	\$98.50

* Special Waste for the purpose of this RFP is waste that would normally go to a class I or II facility, but by State or Federal decree will be allowed at a Class III facility

ATTACHMENT D

<u>MISCELLANEOUS EQUIPMENT & SERVICES</u>		
Hay bales	Each	\$65.00
Staked Silt Fence	LF	\$12.00
Fill Dirt	CY	\$32.00
Tree Protection, as required	LF	\$12.00
Dewater, as required	Hour	\$695.00
Bagged Ice, 50/100 lbs	per	\$4,500.00
Bottled Water, Palletized Truck Load	Lb	\$1.50
Bulk Water, Tanker	Gal	\$15.00
Water Tanker for Bulk Water, Tanker	Gal	\$15.00
Light Tower w/Generator	Day	\$350.00
Office Trailer, 40 ft	Day	\$350.00
Portable Toilet, Single	Day	\$250.00
Portable Toilet, Single	Week	\$1,750.00

ATTACHMENT D

<u>PERSONNEL RATES</u>		
Equipment Operator	Hour	\$125.00
Traffic Control Personnel	Hour	\$95.00
Laborer w/Small Tools, Traffic Control, or Flag person	Hour	\$95.00
Survey Person w/Truck	Hour	\$95.00
Inspector w/Vehicle	Hour	\$95.00
Chainsaw w/Operator	Hour	\$95.00
Foreman w/Truck	Hour	\$95.00
Superintendent w/Truck	Hour	\$125.00
Climber w/Gear	Hour	\$150.00
Mechanic w/Truck and Tools	Hour	\$250.00
Ticket Writers / Individual	Hour	\$75.00
Clerical / Individual	Hour	\$75.00
Program Management Services – Professional	Hour	\$125.00
Program Management Services – Administrative	Hour	\$110.00
Commercial Frontloader Driver	Hour	\$125.00
Automated Truck Driver	Hour	\$125.00
Roll-off Truck Driver	Hour	\$125.00
Bin Truck Driver	Hour	\$125.00
Cart Delivery Truck Driver	Hour	\$125.00
Pickup Truck Driver	Hour	\$125.00
Other (List)	Hour	
Other (List)	Hour	
Other (List)	Hour	

Exhibit D

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Contractor is responsible for any deductible or

self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. The County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- b. The policy shall cover:
 - i. bodily injury, sickness, or disease sustained by any person, including death;
 - ii. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - iii. cleanup costs, and the loss of use of tangible property that has not been

- physically injured or destroyed including diminution of value and natural resources damages;
- iv. loss arising from pollutants including but not limited to fungus, bacteria, asbestos, lead, silica, and contaminated drywall;
 - v. contractual liability coverage for liability assumed by Contractor under a written contract or agreement;
 - vi. claims arising from owned and non-owned disposal sites utilized in the performance of this Agreement.
 - vii. inter-insured suits between the additional insureds and Contractor and shall include a “separation of insureds” or “severability” clause which treats each insured separately.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.
- e. Contractor shall maintain the insurance for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be either: (a) a renewal of the existing policy; (b) an extended reporting period endorsement; or (c) a replacement insurance policy with a retroactive date no later than the commencement of the Work.
- f. The County of Sonoma, its Officers, Agents and Employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of Work under this Agreement.
- g. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- h. Required Evidence of Insurance:
- i. Copy of the additional insured endorsement *or* policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
 - iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII

6. Documentation

- a. The Certificate of Insurance must include the following reference: Disaster Debris Removal and Disposal Services.

- a. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1-4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: The County of Sonoma, its Officers, Agents and Employees, Attn: Sonoma County Public Infrastructure, 2300 County Center Dr., Suite A 220, Santa Rosa, CA 95403.
- c. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.











DRC Emergency Services, LLC - PSA Disaster Removal and Disposal 2023

Final Audit Report

2023-09-26

Created:	2023-09-14
By:	Jackie Porter (Jackie.Porter@sonoma-county.org)
Status:	Signed
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✔ Agreement completed.

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