

COOPERATIVE AGREEMENT FOR DISASTER-RELATED MANAGEMENT SERVICES

THIS AGREEMENT made and entered into this 17 day of January, 2023, by and between the City of Costa Mesa, California, a municipal corporation (hereinafter referred to as the “City”) and DRC Pacific, Inc. (hereinafter referred to as “Contractor” or “DRC”).

WITNESSETH

WHEREAS, on September 21, 2021, Orange County, California and the County of Orange entered into a contract with DRC, designated as Contract No. MA-080-22010092, for Disaster-Related Debris Management Services after a competitive bidding process (hereinafter referred to as the “OC Contract”); and

WHEREAS, the OC Contract at page 12 of 55, paragraph 16, allows the provisions and pricing of the OC Contract to be extended to other California local or state governmental entities; and

WHEREAS, the City wishes to utilize the pre-negotiated prices and terms of the OC Contract; and,

WHEREAS, it is in the public interest of the City to provide the expedient management of disaster-related debris management throughout the City and to provide recovery technical assistance to the appointed and elected officials resulting from a natural or manmade disasters; and

WHEREAS, Contractor has the experience, equipment, manpower, general ability and resources, as well as the necessary permits and licenses to perform all related disaster-debris management and other related services; and

WHEREAS, for greater economy and efficiency and to benefit its citizens, the City wishes to contract DRC to provide the City with those services as set forth in the OC Contract.


NOW, THEREFORE, the City and DRC, each through their authorized representative/official, agree as follows:

1. The recitals above form part of this agreement.
2. The OC Contract is adopted and incorporated herein by reference its entirety and forms part of this agreement.
3. DRC assumes toward the City all obligations that DRC assumes toward Orange County, California and the Orange County Flood Control District under the OC Contract.
4. City assumes toward DRC all obligations that Orange County, California and the Orange County Flood Control District assume toward DRC under the OC Contract.
5. DRC shall hold harmless the City from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of the OC Contract.

IN WITNESS WHEREOF, and as the duly authorized act of the governing bodies, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and to be attested by their respective Clerks the day and year first above written.

CITY OF COSTA MESA, CALIFORNIA

By: Carol Molina, Finance
(Print Name and Title)

Signature: 

ATTEST:

Brenda Green
Signature

Brenda Green, City Clerk
(Print Name and Title) 10-5-2023



ACCEPTED BY: DRC PACIFIC, INC.


Kristy Fuentes, Vice President

**CONTRACT MA-080-17010432
FOR
DISASTER-RELATED DEBRIS MANAGEMENT SERVICES**

THIS Contract Number MA-080-17010432 for Disaster-Related Debris Management Services (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County"), the Orange County Flood Control District, a body corporate and politic (hereinafter referred to as "District"), and DRC Pacific, Inc., with a place of business at PO Box 17017, Galveston, TX 77558 (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to herein as "Party", or collectively referred to as "Parties".

RECITALS

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

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

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

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Contractor will provide Professional Services for Disaster-Related Debris Management Services under an usage Contract for services with Contractor to be reimbursed for certain costs and expenses using a mutually agreed upon formula, inclusive of, but not limited to, the requirements set forth in the Scope of Work, Attachment A to this Contract.
2. **Term of Contract:** The term of this Contract shall become effective upon execution of all necessary signatures or upon approval of the Orange County Board of Supervisors (serving as the governing board for both the County and District), whichever occurs later, and shall continue for five (5) years from that date, unless otherwise terminated by County.
3. **Contingency of Funding:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon State legislative and budget approval; receipt of funds from, and/or obligation of funds by, the State of California to participating Cities and the County; and inclusion of sufficient funding for the services hereunder in the budget approved by participating Cities and the County for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

4. **Precedence:** The executed Contract will consist of this Contract and all attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager, as specified in article 20, "Notices," to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to acceptance by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's Project Manager.

6. **County's Project Manager:** The County shall appoint a Project Manager, as specified in article 20, "Notices", to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall provide oversight of Contractor's performance and coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and accept the appointment of the replacement for the Contractor's Project Manager and key personnel. Said acceptance shall not be unreasonably withheld.

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

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

10. **Title to Data:** All materials, documents, data or information obtained from the County data files or any medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
11. **Breach of Contract:** The failure of the contractor to comply with any of the provisions, covenants or conditions of this contract shall be a material breach of this contract. In such event the County and District may, and in addition to any other remedies available at law, in equity, or otherwise specified in this contract:
 - a. Afford the contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this contract within which to cure the breach;
 - b. Discontinue payment to the contractor for and during the period in which the contractor is in breach; and
 - c. Offset against any monies billed by the contractor but yet unpaid by the County and District those monies disallowed pursuant to the above.
12. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent ("DPA"), as specified in article 20., "Notices," by way of the following process:
 - a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith and in accordance with the executed contract, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions.
13. **Termination – Convenience of the County:** The County and District may terminate performance of work under this Contract for its convenience in whole, or, from time to time, in

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

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

Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

The County and District may:

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

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

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

14. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
15. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County and District. Contractor agrees that County and District review is discretionary and Contractor shall not assume that the County and District will discover errors and/or omissions. If the County and/or District discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County, District or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County and District approval thereof, County and District approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County, District, and Contractor, and the reports, files or documents will be returned to Contractor for correction.
16. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County and District, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by all Parties.
17. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County and District through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County and District projects without first obtaining permission from the County Project Manager.
18. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract, and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County and District. County and District assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

19. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
20. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

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

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

Contractor: DRC Pacific, Inc.
Attn: Mark Stafford
PO Box 17017
Galveston, TX 77558
Phone: 504.415.7945
Email: Mstafford@drcusa.com

21. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
22. **Entire Contract:** This Contract, including Attachments and Exhibits, incorporated herein by this reference as if fully set forth, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County of Orange unless authorized by County and District in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County or District employee or agent, including but not limited to

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

23. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County and District in writing.
24. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
25. **Delivery:** Time of delivery of goods is of the essence in this Contract. County and District reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind County and District to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Overshipments and undershipments shall be only as agreed to in writing by County and District. Delivery shall not be deemed to be complete until goods have actually been received and accepted in writing by County and District.
26. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County and District, 1) acceptance shall not be deemed complete unless in writing and until all the goods have actually been received, inspected, and tested to the satisfaction of County and District, and 2) payment shall be made in arrears after satisfactory acceptance.
27. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and District and their indemnitees as identified in article "52" below, and as more fully described in article "52", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County and District by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
28. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, property right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in article "52" below, it shall indemnify, defend and hold County and District and their Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

Unless otherwise expressly provided in this contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract.

29. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-Contracted by Contractor without the express written consent of County and District. Any attempt by Contractor to assign or sub-Contract the performance or any portion thereof of this

Contract without the express written consent of County and District shall be invalid and shall constitute a breach of this Contract.

30. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-Contractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
31. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
32. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
33. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County and/or District. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County and/or District.
34. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County and District's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County and/or District required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
35. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County and District that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

representative(s) at any reasonable time.

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

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

Qualified Insurer

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

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

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

Coverage	Contractor Minimum Limits
Commercial General Liability with broad form property damage, contractual liability and products and completed operations	\$5,000,000 limit per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Environmental/Pollution Insurance including NODS	\$5,000,000 per claims made or per occurrence

Coverage	SubContractor Minimum Limits
Commercial General Liability with broad form property damage and contractual liability and products and completed operations	\$1,000,000 limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

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

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the **County of Orange and District**, their elected and appointed officials, officers, agents and employees as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange and District shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange and District, their elected and appointed officials, officers, agents and employees.

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

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

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

Insurance certificates should be forwarded to:

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

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in

breach without further notice to Contractor, and County and District shall be entitled to all legal remedies.

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

***Certificate Holder Information**

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

36. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of article "52" below, indemnify, defend, and hold County and District harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
37. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County and District's specific written approval.
38. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County and District.
39. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County and District within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
40. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County-related records and District-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
41. **Compliance with Laws:** Contractor represents and warrants that the services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County and District. Contractor acknowledges that County and District is relying on Contractor to ensure such compliance, and pursuant to the requirements of article "35" above and "52" below, Contractor agrees that it shall defend, indemnify and hold County and District and their Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

42. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
43. **Pricing:** The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
44. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
45. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
46. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
47. **Calendar Days:** Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
48. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
49. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
50. **Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
51. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County and District, and hold harmless, County and District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County and District or both in connection with any alleged

violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

52. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County and District, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") and hold District, its elected and appointed officials, officers, employees, and agents, ("District" Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County and/or District by a court of competent jurisdiction because of the concurrent active negligence of County and/or District or County and/or District Indemnitees, Contractor, County, and District agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
53. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection and agrees to comply with Contractor's policies with respect to the protection of sensitive or confidential information.

The County and/or District reserves the right to audit and verify the Contractor's records before final payment is made.

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

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

54. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading,

promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

55. **Contractor Personnel – Uniforms/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract.
56. **Contractor Personnel – Drug Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
 - C. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

- A. The Contractor has made false certification, or
 - B. The Contractor violates the certification by failing to carry out the requirements as noted above
57. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County and District. Storage of records in another County will require written approval from the County's Purchasing Agent or his designee.

58. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
59. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
60. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange and Orange County Flood Control District from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

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

61. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County and District. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County and District.
62. **Material Safety Data Sheets (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County and District under the Contract. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County and District. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the County Project Manager and must also be sent to:

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

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

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

Date: 10/7/2016

DRC PACIFIC, INC.
a State of California Corporation,

DocuSigned by:
By Kristy Fuentes
Signature 18F52C61E18E4A1...
Kristy Fuentes vp, Secretary and Treasurer
Print Name & Title

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

Date: 10/7/2016

DocuSigned by:
By Kristy Fuentes
Signature 18F52C61E18E4A1...
Kristy Fuentes vp, Secretary and Treasurer
Print Name & Title

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

Date: 11/23/16

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

By Eddie Perkins
Signature
Eddie Perkins, DPA
Print Name & Title

Date: 11/23/16

ORANGE COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By Eddie Perkins
Signature
Eddie Perkins, DPA
Print Name & Title

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

By: DS
Deputy

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

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

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

The County's objective is to retain contractual resources (Contractor) but County and District reserves the right to use the County and District's and participating cities' forces and equipment. The Contractor must have the capacity to manage a major workforce and to cover the expenses associated with a major recovery operation prior to initial payment and between subsequent payments, as well to provide all necessary bonds and insurance. The Contractor must have an established management team, and an established network of resources to provide the necessary equipment and personnel. The Contractor must adhere to all federal, state and local laws, codes and ordinances, and assist the County and District with recovering Contract expenses through the Federal Emergency Management Agency (FEMA) claim reimbursement process. This includes working in conjunction with an independent debris monitoring service which will validate equipment, loads and materials collected.

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

2. General Requirements

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

- Debris clearance operations as directed by the County's Debris Management Coordinator.
- Obtaining all necessary local, state and federal permits.
- The collection and removal of debris from public rights-of-way, streets, roads, flood control facilities, ditches and other public properties.
- The processing of debris including but not limited to screening, sorting, grinding, mulching, and recycling in accordance with all federal, state and local environmental protection agencies and health departments.
- The disposal of debris.
- The establishment and operations of temporary debris storage and reduction (TDSR) sites.

*County of Orange, OC Public Works
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MA-080-17010432

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

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

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

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

3. Debris Management

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

The Contractor shall disclose present and future debris management contractual obligations throughout the term of this Contract and shall provide reasonable assurance to the County and District that such obligations will not preclude the Contractor from performing the required work

*County of Orange, OC Public Works
DRC Pacific, Inc.*

MA-080-17010432

and meeting its obligations under the Contract. Such disclosure shall be provided to the County and District in the proposal.

The Contractor shall, to the extent practical, give priority to utilizing resources in the County of Orange and the surrounding areas, including but not limited to procuring supplies and equipment, awarding sub-contracts, and employing workers.

3a. Mobilization

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

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

The Contractor shall assign and provide an Operations Manager to the County's Debris Management Center to serve as the principal liaison between the County's Debris Management Coordinator, Debris Monitoring Service and the Contractor's forces. The assigned Operations Manager must be knowledgeable of all facts of the Contractor's operations and have authority in writing to commit the Contractor. The Operations Manager shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for on-site accommodations. This linkage shall provide immediate contact via cell phone, fax machine, and have Internet capabilities. The Operations Manager will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The Operations Manager will report to the County's Debris Management Coordinator. This position will not require a constant presence on-site; however, the Operations Manager will be required to be physically capable of responding to the County's Debris Management Coordinator within one hour of notification.

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

3b. Classification of Debris:

Debris shall be classified as follows:

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

*County of Orange, OC Public Works
DRC Pacific, Inc.*

MA-080-17010432

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

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

White Goods: White Goods are large household appliances such as refrigerators, freezers, air conditioners, stoves, ovens, washing machines, dryers, water heaters, etc. The Contractor should expect to encounter white goods, such as household appliances. The Contractor shall collect all white goods from public rights-of-way and shall dispose of white goods in accordance with applicable federal, state and local laws. Any white goods that may contain Freon, such as refrigerators, freezers or air conditioners, shall have the Freon removed by the Contractor in accordance with applicable regulatory requirements. No additional payment will be made for the handling of white goods, as this cost shall be included in the cost price for white goods removal and disposal.

Household Hazardous Waste (HHW): HHW is waste with properties that make it potentially harmful to human health or the environment such as but not limited to paint products, pesticides, fertilizers, and other debris requiring special removal, handling and disposal processing, and known or suspected hazardous material such as asbestos, lead-based paint, and electrical transformers. Coordination of hazardous debris removal is the responsibility of the County and District. Known or suspected HHW that mistakenly enters the waste stream shall be placed in an appropriate storage area for proper disposal.

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

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

Ash: When handling ash, the Contractor will be required to “wet down” the ash to prevent dust problems.

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

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

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

4. Debris Collection and Removal Services

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

way, all County of Orange municipal property, and other municipal facilities and sites as directed, and may include property debris from private residences that is brought to the edge of the rights-of-way by residents. The Contractor is responsible for determining the method and manner of all debris removal and will be monitored per State and Federal regulations.

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

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

The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be compacted during loading and secured during transport. Tarps or other coverings shall be provided by the Contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to disposal landfills.

The general concept of disaster-related debris removal operations includes multiple scheduled passes of each site, location or rights-of way as directed by the County and District. It is the intent that the Contractor will make as many passes as the County and District may direct to complete the removal and lawful disposal of all disaster generated debris. The debris shall be hauled to the TDSR sites or disposal sites as directed by the County and District.

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

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

The Contractor shall provide all labor and materials necessary to operate and maintain all equipment under this Contract. The Contractor shall provide sufficient management, administration, supervision and safety quality controls to assure the safety, quality, completeness, and timely progress of the work. The Contractor shall provide its own personnel to provide management, administration, supervision and safety quality controls. The Prime Contractor and all sub-contractors must utilize applicable prevailing wage rates. The Contractor shall not move from one designated work area to another designated work area without prior approval and release from the County's Debris Management Coordinator. The Contractor shall remove all dirt, mud and debris from the roadways resulting from its operations. The Contractor shall notify the Debris Management Coordinator's office by 2 p.m. each day of the number of crews that will be working the following day, as well as a preliminary 7-day schedule for the purpose of scheduling County and District personnel assigned to the Contractor's crews.

4a. Debris Removal from Public Rights-of-Way

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

At the time of collection, the Contractor shall segregate debris at the curb, to the maximum extent possible; according to the categories specified under Classifications of Debris (see 3b.) Unless otherwise directed by the County and District, mixed loads (vegetation mixed with C&D, for example) are prohibited. Vegetation or C&D mixed with minimal quantities of another type of debris will be classified by the predominant type of debris.

Clean, woody debris and other natural material that can be chipped, mulched, and disposed of in some other similar manner shall be handled separately from other debris. The Contractor, with the approval of the County and District, shall determine the method of vegetative debris reduction. Unless otherwise directed by the County and District, mixed loads are prohibited. The Contractor shall segregate debris at the curb, when necessary.

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

4b. Removal of Obstructions from Drainage Canals and Roadside Ditches

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

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

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

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

4d. Hazardous Stump Removal

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

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

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

Tree stumps with base cut measurements equal to or less than twenty-four (24) inches in diameter will be disposed of with the same methods used for other vegetative debris. Stumps larger than

twenty-four (24) inches in diameter will be disposed of by splitting, chipping or grinding. The method of reduction and disposal will be at the discretion of the Contractor subject to County and District approval. Grinding in place may require documentation and pre-approval of regulatory authorities. Coordination of any potential grinding will be done by the County.

4e. Debris Removal from Private Property

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

4f. Load Tickets

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

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

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

4g. Debris Removal Equipment

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

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

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

4h. Debris Removal Reports

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

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

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

4i. Damages

The Contractor shall repair all roadways, sidewalks, utilities, fences, driveways, roofs, drainage structures and other features which are damaged by Contractor operations, including same damages to adjacent public and private properties. This will include the re-sloping of damaged surfaces to original grade and filling of all ruts caused by equipment and trucks. The Contractor shall respond to damage claims within seven (7) calendar days upon receipt of the same by the homeowner or County Debris Management Coordinator, and shall settle valid claims within thirty (30) calendar days. The Contractor shall provide the County's Debris Management Coordinator a weekly spreadsheet listing the name, address and telephone number of all residents claiming damage, a summary of the claims, and a status report of the resolutions.

5. Debris Processing and Disposal

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

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

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

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

The Contractor shall be responsible for sorting and stockpiling of debris at the site.

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

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

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

Vegetative waste and wood chips shall be stockpiled in a manner that will prevent combustion, wind drift and run-off into streets, the storm drainage system, and adjacent properties.

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

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

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

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

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

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

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

5a. TDSR Site Requirements

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

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

The Contractor shall be responsible for preparing the site(s) to accept the debris. This preparation shall include clearing, erosion control, grading, construction and maintenance of haul roads and entrances. The Contractor shall water all roads to control dust. The Contractor shall provide utility clearances and sanitation facilities, if needed. The Contractor shall protect existing structures at the site(s) and repair any damage caused by its operations at no additional cost to the County and District.

The Contractor shall be responsible for installing site security measures and maintaining security for its operations at this site. The Contractor shall manage the site to minimize the risk of fire. The Contractor shall provide an inspection tower at each TDSR site if a site has separate entrances and exits, the Contractor shall provide a tower at both the entrance and the exit. This tower shall be constructed such that the County and debris monitoring representatives can see the bed when empty to fully view the entirety of the debris load (at least 10 feet above the existing ground surface) for the purpose of establishing the load volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements. The tower shall be constructed using pressure treated wood. The floor area shall be 8 feet by 8 feet, constructed of 2 inch by 8 inch joists, 16 inch O.C. with ¾ inch plywood supported by four 6 feet by 8 feet posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2 inch by 4 inch studs and ½ inch plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6 feet, 8 inches of head room below the support beams. Access shall be provided by wooden steps with a hand rail. The tower shall include a writing surface

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

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

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

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

The Contractor shall receive approval from the County and District as to the final acceptance of a site closure.

5b. Household Hazardous Waste (HHW)

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

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

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

5c. Debris Processing and Disposal Reports

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

- Reporting date
- Daily and cumulative totals of debris processed, by method
- Daily and cumulative totals of debris disposed of, by location
- Daily and cumulative totals of HHW debris segregated
- Any problems encountered or anticipated

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

5d. Damage Claims

In regard to damage claims resulting from contractor operations as set out in Section 4i on page 27, the Contractor shall submit a weekly report to the Debris Management Coordinator on an Excel Spreadsheet summarizing the current status of all damage claims. The weekly report shall include the name, access and phone number of the claims, a summary of the claim and the status or the resolution.

5e. Additional Required Equipment

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

6. Training and Pre-Event Workshops

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

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

**ATTACHMENT B
CONTRACTOR’S PRICING**

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

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

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

A. Price Breakdown:

DESCRIPTION		UNIT OF MEASURE	Standard UNIT COST
1	Emergency Road Clearance - Clearing of eligible debris from right-of-way and critical County owned infrastructure. Haul debris to nearest available open area only when necessary to clear intersections, driveways and other essential facilities.	Per Hour	See Attached
2	Pick-up vegetative debris from public right-of-way and haul to a designated DMS based on the mileage increments listed below (one-way, straight-line miles).		
	- 0-15 miles	Cubic Yard	\$14.68
	- 15-30 miles	Cubic Yard	\$15.58
	- 30-45 miles	Cubic Yard	\$16.48
	- 45-60 miles	Cubic Yard	\$17.38
3	Pick-up vegetative debris from public right-of-way and direct haul to final disposal site based on the mileage increments listed below (one-way, straight-line miles).		
	- 0-15 miles	Cubic Yard	\$15.18
	- 15-30 miles	Cubic Yard	\$16.08
	- 30-45 miles	Cubic Yard	\$16.98
	- 45-60 miles	Cubic Yard	\$17.88
	- 60-90 miles	Cubic Yard	\$18.78

**County of Orange, OC Public Works
DRC Pacific, Inc.**

MA-080-17010432

4	Pick-up construction demolition debris (C&D) from public right-of-way and haul to a designated DMS based on the mileage increments listed below (one-way, straight-line miles).		
	- 0-15 miles	Cubic Yard	\$15.86
	- 15-30 miles	Cubic Yard	\$16.76
	- 30-45 miles	Cubic Yard	\$17.66
	- 45-60 miles	Cubic Yard	\$18.56
	- 60-90 miles	Cubic Yard	\$19.46
5	Pick-up C&D debris from public right-of-way and direct haul to final disposal site based on the mileage increments listed below (one-way, straight-line miles).		
	- 0-15 miles	Cubic Yard	\$15.86
	- 15-30 miles	Cubic Yard	\$16.76
	- 30-45 miles	Cubic Yard	\$17.66
	- 45-60 miles	Cubic Yard	\$18.56
	- 60-90 miles	Cubic Yard	\$19.46
6	Debris Reduction and DMS Management		
	Vegetative Debris reduction by grinding:	Cubic Yard	\$4.75
	Vegetative Debris reduction by air curtain incineration:	Cubic Yard	\$3.31
	C&D Debris reduction by compaction	Cubic Yard	\$2.68
	C&D Debris reduction by grinding:	Cubic Yard	\$5.65
	DMS management:	Cubic Yard	\$2.68
	DMS Preparation and reclamation (roadways, traffic control, towers)	lump sum	\$25,000.00
7	Final Haul out of reduced vegetative debris from DMS to final disposal site		
	- 0-15 miles	Cubic Yard	\$6.25
	- 15-30 miles	Cubic Yard	\$6.88
	- 30-45 miles	Cubic Yard	\$7.50
	- 45-60 miles	Cubic Yard	\$8.13
	- 60-90 miles	Cubic Yard	\$8.75
8	Final Haul out of reduced C&D debris from DMS to final disposal site		
	- 0-15 miles	Cubic Yard	\$6.25
	- 15-30 miles	Cubic Yard	\$6.88
	- 30-45 miles	Cubic Yard	\$7.50
	- 45-60 miles	Cubic Yard	\$8.13
	- 60-90 miles	Cubic Yard	\$8.75
9	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs - removal of eligible hazardous leaning or hanging limbs and placement of them on the ROW for haul-off. (4.5 feet above the ground)		
	- 6" to 12" diameter	Tree	\$185.00
	- 13" to 24" diameter	Tree	\$265.00
	- 25" to 36" diameter	Tree	\$355.00
	- 37" to 48" diameter	Tree	\$445.00
	- 49" and larger	Tree	\$535.00
	- Hanger Removal (2" or greater at the break)	Tree	\$185.00

County of Orange, OC Public Works
DRC Pacific, Inc.

MA-080-17010432

10	Hazardous Stumps: Removal, loading, hauling, and disposal.		
	- 24" to 35.99" diameter	Each	\$375.00
	- 36" to 48.99" diameter	Each	\$475.00
	- 49"to 59.99" diameter	Each	\$575.00
	- 60" and greater diameter	Each	\$725.00
11	Fill Dirt for backfill	CY	\$25.00
12	Removal, Hauling and Disposal of Small Engines	Unit	\$100.00
13	Removal, Hauling and Disposal of E-Waste	Unit	\$75.00
14	Removal, Hauling and Disposal of Dead Animals	Pound	\$19.95
15	Removal, Hauling and Disposal of White Goods	Unit	\$55.00
16	Freon Management-Removal, Hauling and disposal of Refrigerant Related to White Goods	Unit	\$100.00
17	Removal, Hauling and Disposal of HHW Dry	Pound	\$39.95
18	Removal, Hauling and Disposal of HHW Wet	Gallon	\$44.00
19	Removal, Hauling and Disposal of refrigerator contents or putrescent debris	Pound	\$34.95
20	Contractor to load and haul broken concrete from the ROW and dispose at an Owner approved site		
	- 0-15 miles	Cubic Yard	\$32.50
	- 15-30 miles	Cubic Yard	\$38.13
	- 30-45 miles	Cubic Yard	\$45.16
	- 45-60 miles	Cubic Yard	\$53.95
	- 60-90 miles	Cubic Yard	\$64.93
21	Contractor to demolish concrete slabs and haul and dispose at an Owner approved site		
	- 0-15 miles	Cubic Yard	\$37.95
	- 15-30 miles	Cubic Yard	\$44.94
	- 30-45 miles	Cubic Yard	\$53.67
	- 45-60 miles	Cubic Yard	\$65.59
	- 60-90 miles	Cubic Yard	\$78.24
22	Removal, Hauling and Disposal of Abandoned Tires	Per Tire	\$75.00
23	Removal, Hauling and Disposal of Storm Deposited Soil, Mud, Silt		
	- 0-15 miles	Cubic Yard	\$25.63
	- 15-30 miles	Cubic Yard	\$27.13
	- 30-45 miles	Cubic Yard	\$28.63
24	- 45-60 miles	Cubic Yard	\$30.13
25	- 60-90 miles	Cubic Yard	\$31.63
26	Sand collection and Screening	Cubic Yard	\$31.88
27	Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to an approved commercial landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.		
	- 0-15 miles	Cubic Yard	\$48.03
	- 15-30 miles	Cubic Yard	\$49.78
	- 30-45 miles	Cubic Yard	\$51.53
	- 45-60 miles	Cubic Yard	\$53.28
	- 60-90 miles	Cubic Yard	\$55.03

**County of Orange, OC Public Works
DRC Pacific, Inc.**

MA-080-17010432

28	Structure demolition with RACM construction and demolition debris loaded at the designated work zone and hauled to an approved Type I/II landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.		
	- 0-15 miles	Cubic Yard	\$68.03
	- 15-30 miles	Cubic Yard	\$69.78
	- 30-45 miles	Cubic Yard	\$71.53
	- 45-60 miles	Cubic Yard	\$73.28
	- 60-90 miles	Cubic Yard	\$75.03
29	Vehicle and Vessel Removal		
	Vehicle Removal	Each	\$395.00
	Truck/RV Removal	Each	\$795.00
	Operation of Secure aggregation site	Day	\$5,500.00
	Storage of vehicle/vessel	Per Unit Per Day	\$35.00
	Single Price - Vessel Removal from land	LF	\$125.00
	Single Price - Vessel Removal from waterway	LF	\$250.00
30	Cleaning of Storm Drains		
	Round Culverts		
	Clean 21" & 24" Storm Sewer	LF	\$5.81
	Clean 27" & 30" Storm Sewer	LF	\$5.81
	Clean 36" Storm Sewer	LF	\$6.19
	Clean 42" Storm Sewer	LF	\$7.94
	Clean 48" Storm Sewer	LF	\$8.56
	Clean 54" Storm Sewer	LF	\$11.06
	Clean 60" Storm Sewer	LF	\$13.56
	Clean 72" Storm Sewer	LF	\$16.54
31	Catch Basins		
	4' x 4'	Each	\$287.50
	8' x 8'	Each	\$381.25
	10' x 10'	Each	\$568.75
	20' x 20'	Each	\$787.50
	Clean drainage manholes	Each	\$287.50
32	Box Culverts		
	Clean 0-4 square foot	LF	\$6.19
	Clean 9.01-15 square foot	LF	\$7.79
	Clean 15.01-20 square foot	LF	\$10.40
	Clean 20.01-30 square foot	LF	\$10.94
	Clean 30.01-40 square foot	LF	\$11.56
	Clean 40.01-50 square foot	LF	\$12.26
	Clean 50.01-60 square foot	LF	\$13.56
	Clean 60.01-70 square foot	LF	\$15.55

County of Orange, OC Public Works
DRC Pacific, Inc.

MA-080-17010432

33	Drainage Ditches		
	1-10'	LF	\$9.75
	10.1-20'	LF	\$20.75
	20.1-35'	LF	\$33.75
	Greater than 35'	LF	\$45.75
34	Marine Debris Removal		
	Debris Removal from Canals, Streams and Waterfronts	CY	\$55.63
	Bank Restoration - river and canal shoreline restoration (grading compaction fill and backfill)	LF	\$23.13
	Debris Removal from Bays and other open waters	Acre	\$5,750.00
35	Side scan sonar for identifying underwater debris	Per Hour	\$218.75

Note:

Disposal Fees (Tipping Fees) are not included in the rates above. All Disposal Fees (Tipping Fees) will be paid by the Contractor and invoiced back to the County at cost with no markup as direct pass through expense per FEMA policy.

COST PROPOSAL HOURLY COSTS TO INCLUDE OPERATOR, FUEL AND MAINTENANCE	
EQUIPMENT	HOURLY RATE
JD 544 WHEEL LOADER WITH DEBRIS GRAPPLE	\$225.00
JD 644 WHEEL LOADER WITH DEBRIS GRAPPLE	\$235.00
EXTENDABOOM FORKLIFT WITH DEBRIS GRAPPLE	\$175.00
753 BOBCAT SKID STEER LOADER WITH DEBRIS GRAPPLE	\$175.00
753 BOBCAT SKID STEER LOADER WITH BUCKET	\$175.00
753 BOCAT SKID STEER LOADER WITH STREET SWEEPER	\$175.00
30-50 HP FARM TRACTOR WITH BOX BLADE OR RAKE	\$155.00
2- 2 1/2 CY ARTICULATED LOADER WITH BUCKET	\$250.00
3-4 CY ARTICULATED LOADER WITH BUCKET	\$270.00
JD 648E LOG SKIDDER OR EQUIVALENT	\$240.00
CAT D4 DOZER	\$190.00
CAT D5 DOZER	\$200.00
CAT D6 DOZER	\$210.00
CAT D7 DOZER	\$540.00
CAT D8 DOZER	\$590.00
CAT 125-140 MOTOR GRADER	\$350.00
JD 690 TRACK HOE WITH DEBRIS GRAPPLE	\$250.00
JD 690 TRACK HOE WITH BUCKET AND THUMB	\$250.00
RUBBER TIRED EXCAVATOR WITH DEBRIS GRAPPLE	\$250.00
JD 310 RUBBER TIRED EXCAVATOR WITH DEBRIS GRAPPLE	\$250.00
210 PRENTISS KNUCKLEBOOM WITH DEBRIS GRAPPLE	\$240.00
CAT 623 SELF LOADER SCRAPER	\$240.00
HAND FED DEBRIS CHIPPER	\$355.00
300-400 HP GRINDER	\$440.00
800-1000 HP GRINDER	\$860.00
30 TON CRANE	\$390.00

**County of Orange, OC Public Works
DRC Pacific, Inc.**

MA-080-17010432

50 TON CRANE	\$490.00
100 TON CRANE (EIGHT HOURS MINIMUM)	\$790.00
40'-60' BUCKET TRUCK WITH CURRENT DIELECTRIC TEST	\$385.00
60' OR GREATER BUCKET TRUCK	\$485.00
FUEL/SERVICE TRUCK	\$175.00
WATER TRUCK 2000 GALLON	\$175.00
PORTABLE LIGHT PLANT	\$165.00
LOWBOY TRAILER WITH TRACTOR	\$240.00
FLATBED TRUCK	\$205.00
PICK UP TRUCK (UNMANNED)	\$50.00
SELF LOADING DUMP TRUCK WITH DEBRIS GRAPPLE	\$240.00
SINGLE AXLE DUMP TRUCK 5-12 CY	\$190.00
TANDEM AXLE DUMP TRUCK 16-20 CY	\$200.00
TANDEM AXLE DUMP TRUCK 21-30 CY	\$210.00
TANDEM AXLE DUMP TRUCK 31-50 CY	\$220.00
TANDEM AXLE DUMP TRUCK 51-80 CY	\$230.00
TANDEM AXLE DUMP TRUCK/TRACTOR TRAILER OVER 80 CY	\$240.00
POWER SCREEN	\$315.00
STACKING CONVEYOR	\$315.00
AIR CURTAIN INCINERATOR SELF CONTAINED	\$365.00
TEMPORARY OFFICE TRAILER	\$145.00
RESPONSE TRAILER 20'	\$155.00
RESPONSE TRAILER 36'	\$165.00
MOBILE COMMAND CENTER	\$130.00
LABORER WITH HAND TOOLS	\$87.00
FLAGGER	\$87.00
SKILLED SAW MAN	\$95.00
CREW FOREMAN WITH TRUCK AND COMMUNICATIONS	\$120.00
OPERATIONS MANAGER WITH TRUCK AND COMMUNICATIONS	\$140.00
CLIMBER WITH GEAR	\$140.00

* ALL EQUIPMENT DESCRIPTIONS WILL BE IN ACOORDANCE WITH THE FEMA "TYPED RESOURCE DEFINITIONS"

** ALL EQUIPMENT RATES INCLUDE THE COST OF THE OPERATOR, FUEL, AND MAINTENANCE UNLESS OTHERWISE NOTED.

*** ALL LABOR RATES INCLUDE THE APPLICABLE PERSONAL PROTECTIVE EQUIPMENT SUCH AS HARD HATS, SAFETY SHOES, GLOVES, SAFETY GLASSES/SHIELD, HEARING

ADDITIONAL EQUIPMENT AND PERSONNEL ARE AVAILABLE TO MEET ANY AND ALL POSSIBLE REQUIREMENTS

III. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County and District during the term of this Contract not otherwise specified and provided for within this Contract.

IV. Payment Terms: Invoices are to be submitted in arrears, after services have been completed and funding disbursement of the individual projects, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

*County of Orange, OC Public Works
DRC Pacific, Inc.*

MA-080-17010432

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

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

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

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

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

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

Invoices and support documentation are to be forwarded to:

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

ATTACHMENT C
STAFFING PLAN**I. Key Personnel to perform Contract duties**

Name	Classification/Designation	Years of Experience	Contractor or Subcontractor
John Sullivan	President	8	Contractor
Kurt Thormahlen	Division Manager	8	Contractor
Mark Stafford	Vice President of Response and Recovery	36	Contractor
Kristy Fuentes	Vice President of Compliance and Administration	18	Contractor
Sam Dancer	Project Manager	11	Contractor
Joe Newman	Program Manager	14	Contractor
Hamilton Price	Program Manager/Civil Engineer	6	Contractor
Lisa Garcia	Contracts Manager	11	Contractor

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

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to the County and District's written approval. County and District reserves the right to have any of Contractor personnel removed from providing services to the County and District under this Contract. The County and District are not required to provide any reason for the request for removal of any Contractor personnel.

II. Subcontractor(s)

In accordance with Article 30, "Assignment or Subcontracting," listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.

Company Name & Address	Contact Name & Telephone Number	Project Function
Janus Corporation 1081 Shary Circle Concord, CA 94518	Michael Ely 925.969.9200	Hazardous Material Removal