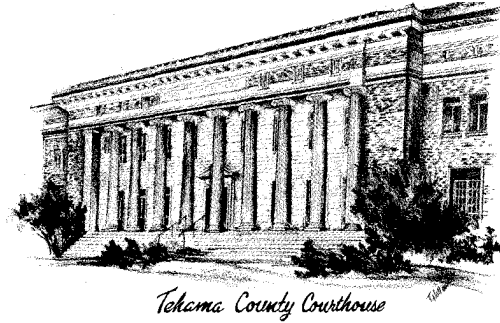


COUNTY OF TEHAMA

District 1 – Rob Burroughs
District 2 – Tom Walker
District 3 – Steve Zane
District 4 – Matt Hansen
District 5 – Greg Jones



Gabriel Hydrick
Chief Administrator

REQUEST FOR PROPOSALS

August 6, 2026

2024 Park Fire: Disaster Debris & Hazard Tree Removal
Services (081-030-008)

NOTICE TO PROPOSERS

The County of Tehama is seeking proposals from qualified contractors to review and respond to this Request for Proposal titled “2024 Park Fire: DISASTER DEBRIS AND HAZARD TREE REMOVAL SERVICES ((APN 081-030-008) The County anticipates awarding one (1) Agreement to perform work within Tehama County.

PROCESS SCHEDULE: This process will be conducted according to the following tentative schedule, where all times are Pacific Time:

SCHEDULE	DATE
Advertisement Date	August 20, 2026
Non-mandatory Pre-Proposal Conference @ 8:00 A.M.	August 31, 2026
Written Questions Due by 5:00 P.M.	Sept 8th, 2026
Sealed Proposals Due before 2:00 P.M.	Sept 8th, 2026
Public Cost Proposal Opening @ 2:00 PM	Sept 8 th , 2026
Notice of Intent to Award Announced (estimated)	September 14, 2026

SERVICES NEEDED: The County is requesting and will manage coordinated Structural Debris and Hazard Tree Removal Operations for one (1) APN in Tehama County in an expedited manner while protecting public health and safety and the environment.

Structural Debris Removal Function: This work will include the preparation, removal, transport, and recycling or disposal of metals, ash, debris, concrete foundations and flatwork, potentially dangerous trees, and contaminated soil on ONE residential property included in the Structural Debris Removal Function. For the Structural Debris Removal Function, a “potentially dangerous tree” is defined as a tree that poses a risk to debris removal and hazard tree removal crews.

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services
(Remaining Parcel) RFP

A list of landfills that are capable of accepting ash and debris from these Operations is included in Attachment C, Reference Documents. Even though the contractor may be engaged in making arrangements for using receiving facilities or temporary facilities, and providing recommendations on receiving or temporary facilities to the County, the County will ultimately be directing the use of receiving facilities for contractors to use on these operations.

Hazard Tree Removal Function: In addition to the Structural Debris Removal Function, and for the purposes of addressing the immediate threat to public safety due to hazard trees, the County has also authorized a Hazard Tree Removal Function. For this program, a “Hazard Tree” is defined as stated in “Abbreviations and Definitions.”

The County estimates that 3-8 hazard trees will be eligible for removal under this Function. This is only a preliminary estimate; actual quantities of hazard trees may vary. Some factors that may cause a change in hazard tree count include, but are not limited to:

- The number of hazard trees estimated is under or overestimated.
The actual number of hazard trees to be removed will be determined by the County’s Assessment and Monitoring Contractor’s arborists.
- Other unforeseen factors at the time of this RFP publication.

Combined Programs: Participation in the County’s Consolidated Debris Removal Program (County Program) is voluntary, there is one property signed up for this program.

None of the estimated Structural Debris or Hazard Tree quantities or overall contract dollar amounts are guaranteed by the County. The scheduled duration of the work is also not guaranteed by the County. The quantity of Structural Debris and/or Hazard Trees removed as part of these operations and applicable to this RFP is subject to change based on the discretion of the County, site conditions unforeseeable to the County at the time of this RFP solicitation. Potential proposers are advised to submit proposal schedules accordingly as no rate changes will be allowed for quantity variations

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services
(Remaining Parcel) RFP

The deployment of Structural Debris or Hazard Tree removal crews will be dictated by Tehama County's Environmental Health Department. The anticipated deployment schedule for these crews is listed in the Sample Standard Agreement (Attachment B), Exhibit A, Section 11 "Operational Milestones and Mobilization Requirements."

CONTRACT TERM: The term of the agreement will span approximately six (6) months and the anticipated start date is September 14, 2026, subject to the County's Notice to Proceed.

CONTRACT BUDGET: Subject to the approval by the County.

The County reserves the right to amend the budget for the agreement represented by this RFP as needs arise.

QUALIFICATIONS: Proposer must demonstrate that proposer and proposers' firm (or joint venture) is qualified to perform the work as described herein, which includes, but is not limited to, prior project/work experience completing a minimum of three (3) projects of similar size (or larger) and scope within the previous five (5) years, performing as either a prime contractor or subcontractor. See Attachment(s) 6 and 7 to demonstrate this requirement.

DBE: The County affirms that in any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this RFP.

LICENSES REQUIRED TO PROPOSE: All required licenses, certifications, and registrations must be current and active at the time of proposal submission. All required licenses, certifications, and registrations must be maintained in good standing throughout the term of the agreement. Lapses occurring after proposal submission may be grounds for disqualification or contract termination.

CSLB License: The prime contractor (the joint venture if the bid is submitted by a joint venture) must possess a valid and active Contractors State License Board (CSLB) General Class A, General Engineering license with a Hazardous Substance Removal Certification (HAZ) issued by the State of California. Subcontractors cannot be used to fulfill this requirement.

DIR Registration: The prime contractor (and each individual member of a joint venture, if the proposal is submitted by a joint venture) must be currently registered with the Department of Industrial Relations (Labor Code sections 1725.5, 1771.1).

LTO: The prime contractor or a subcontractor must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A"). If joint venture, a minimum of one individual member must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A").

Proposed subcontractors felling trees must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A").

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services
(Remaining Parcel) RFP

The LTOs must also be capable of directionally falling timber away from structures, power lines, and roadways in urban and semi-urban settings. If the LTO is required to fell trees in proximity to power lines, the LTO shall be pre-approved or pre-certified to do so by the local electric utility.

LTOs will be checked against CALFIRE [License List \(ca.gov\)](https://www.ca.gov/licenses/). Proposers are advised to verify the listing prior to proposal submission.

NON-MANDATORY PRE-PROPOSAL CONFERENCE: A non-mandatory pre-proposal conference will be held on the date and time indicated in the PROCESS SCHEDULE and will take place at the Tehama County Administration Building.

The pre-proposal conference will be held in-person at the Tehama County Board of Supervisors Chambers. Following the Pre-Proposal Conference, proposers are invited to survey the burned area from public roads (proposers may not enter private property unless authorized to do so by the landowner).

SEALED PROPOSAL PACKAGE: The County will receive sealed proposal packages at the Tehama County Board of Supervisors Chambers, 727 Oak Street, Red Bluff CA 96080, CA by the date and time indicated in the Process Schedule. Refer to Section 1, INSTRUCTION TO PROPOSERS for Proposal Package contents and submission instructions. Tehama County must receive packages delivered in person before the Sealed Proposal Package due date and time as noted in the Process Schedule section of this RFP.

It is the responsibility of the Proposer to ensure timely delivery of the proposal package. Proposers hand-delivering their proposal package should allow extra time for potential delays, such as traffic and sparse parking. The proposals shall include all the requirements of this RFP and comply with any addenda issued prior to the proposal submission deadline.

WORK SCHEDULE: Contractors selected under this RFP shall be ready to commence mobilization upon issuance of a Notice to Proceed (NTP). The overall intent of the operation is to remove all eligible Structural Debris and eligible hazard trees from approved APN, process as necessary, and transport to currently operating recycling, disposal, and wood materials end-use facilities, permitted to receive subject materials in accordance with applicable laws.

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services
(Remaining Parcel) RFP

The removal of bulk debris is anticipated to be completed by October 16, 2026, with remaining field work lasting an additional 14 days for a total agreement term of sixty (60) days..

Structural Debris and Hazard Tree removal work will generally be authorized Monday through Saturday from the hours of 0700 to 1800 or as directed by the County. The parameters for workdays are further defined in the "Abbreviations and Definitions" section of this RFP.

AGREEMENT: The Contractor is required to deploy crews, as directed by the County, to meet the number of operational crews as listed in the Sample Standard Agreement (Attachment B) Exhibit A, Section 14 "Operational Milestones, Mobilization Requirements, and Metrics." If a contractor fails to provide the stated number of crews (for either Program), within the timeframe noted for each milestone as directed by the County, the County reserves the right to terminate the agreement and enter into a new agreement with the next lowest proposer. In the event that the County terminates an Agreement for cause the County reserves the right to contract with the next lowest proposer and charge the difference in price to the Contractor.

LABOR CODE: Where applicable, pursuant to California Labor Code, Section 1774, the contractor to whom the contract is awarded, and any subcontractor under them, shall pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract.

PAYMENT WITHHOLD: The provisions for payment under the agreement will be subject to a five percent (5%) withholding. Contractor acknowledges that the agreement is subject to five percent (5%) withholding pursuant to California Public Contract Code (PCC) section 10346. The withheld payment amount will be included in the final payment to the contractor. The 5% withheld amount will only be released upon the County's verification of completion of all work, to the satisfaction of the County. Under no circumstances shall the withheld payment be released prior to the County's verification of contractor's services satisfactorily rendered.

TEHAMA COUNTY CONTACT INFORMATION: In the opinion of the County, this RFP is complete and without the need for explanation. However, if you have questions, or need any clarifying information, contact the contract administrator for this RFP as listed below.

Please note that no *verbal* information given will be binding upon the County unless such information is issued in writing as an official addendum.

Mailing Address

Tehama County Environmental Health
633 Washington St. Rm 36, Red Bluff CA 96080

Attn: Tia Branton

RFP Contact

Tia Branton
Email: tbranton@tehama.gov
Phone: (530) 527-8020

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2024 Park Fire: Disaster Debris & Hazard Tree Removal Services RFP
SECTION 1 - INSTRUCTIONS TO PROPOSERS

ABBREVIATIONS AND DEFINITIONS

General

Unless the context otherwise requires, wherever in this solicitation or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity and is intended to refer to persons of either sex.

ADA	Americans with Disabilities Act
APN	Assessor’s Parcel Number
Cal EPA	California Environmental Protection Agency
CCR	California Code of Regulations
C.F.R.	Code of Federal Regulations
CM	Contract Manager
DROC	Debris Removal Operations Center (interchangeable with “Incident Management Team”) DVBE Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government) FPR Forest Practice Rules
GC	Government Code
IMT	Incident Management Team (interchangeable with “Debris Removal Operations Center”) LTO Licensed Timber Operator
OSDS	The Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)
PCC	Public Contract Code
PPDR	Private Property Structural Debris Removal– a FEMA defined term ROE Right of Entry
SB	Small Business
SOW	Scope of Work
U.S.C.	United States Code

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services RFP
SECTION 1 - INSTRUCTIONS TO PROPOSERS

Definitions

214 Forms (ICS 214 Forms): The Activity Log (ICS 214) records details of notable activities at any ICS level, including single resources, equipment, Task Forces, etc. These logs provide basic incident activity documentation and a reference for any after-action report.

Agreement: The written agreement covering the performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the Standard Agreement, RFP, Exhibits, Bid submittal, general and specific terms and conditions, Work Orders, and supplemental agreements, which may be required to complete the work in a substantial and acceptable manner.

Assessor's Parcel Number (APN): The unique number assigned to each parcel of land by the county tax assessors. Refer to *Site*.

Assessment & Monitoring Contractor (also A&M Contractor, A&M Consultant, or Consultant): The person or persons, firm, partnership, corporation, or his or their legal representatives or designee or combination thereof, which has entered into an Agreement with Tehama County to assess and monitor the contractor(s) compliance with the Scope of Work.

Bay: Individual residence within an APN. Typically applies to mobile home/trailer park properties.

Cal EPA: The California Environmental Protection Agency.

Tehama County Staff: Staff of the County of Tehama.

Change Order: A change order is a legally binding document used to change the contract for revised scope of work and/or time. A valid, fully executed change order requires the signature of both Tehama County and the Contractor signifying mutually agreed-upon terms.

Cleanup Goal Report: The A&M Contractor shall develop a cleanup goals report based on local soil samples to each burn scar included in each Operation and on state and federal standardized environmental cleanup requirements. Scope of Work consists of collecting soil samples from across the fire impacted areas. Background levels of heavy metals are considered when determining cleanup goals to ensure that resources are not allocated to removing soil concentrations that may be above the health-based standards but are not related to the debris from the incident.

Community Costs: Operational labor, materials, and other related costs that cannot be directly attributable to any specific property as part of the Operations.

Contract Manager (CM): A person designated by Tehama County to manage performance under a contract.

Contractor: A party contracting with the awarding agency. Vendor is often used synonymously with contractor.

Contractor's Environmental Compliance Liaison (ECL): DDHTR Contractor's staff responsible for ensuring that the DDHTR Contractor meets all of the environmental permit requirements and all EPP BMPs are properly implemented, as described in Exhibit A.

The ECL shall possess a Bachelor's Degree (or higher degree) in environmental science, geography, environmental engineering, or another applicable field of science.

Contractor's Registered Professional Forester (RPF) Liaison: The Contractor's RPF Liaison will oversee, monitor, and manage the hazard tree removal operations and related activities for the Contractor,

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services RFP
SECTION 1 - INSTRUCTIONS TO PROPOSERS

within their respective contract area, and make sure their Operation follows the Forest Practice Rules, all applicable timber harvest documents, and the EPP, as described in Exhibit A.

Crew:

Structural Debris Removal Crew: A “crew” is defined relative to a standard structural debris removal crew, which includes four (4) personnel (two operators and two labor personnel), all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies.

Hazard Tree Removal Crew: A hazard tree removal crew is defined as all personnel, equipment, and supplies necessary to fell, process, and remove hazard trees.

One (1) crane or rubber tired and/or rubber tracker bucket rig

- A. One to two (1 – 2) tree fallers or heavy equipment for tree falling, such as a feller buncher
- B. One to two (1 – 2) laborers for processing fallen timber
- C. One (1) skid steer or excavator for handling timber onsite
- D. One (1) track or tow-behind chipper
- E. Appropriate quantity of log trucks, grapple trucks, high-side dump trucks, or other trucks for removing wood material to a processing facility or end user and any equipment needed to load wood material onto trucks.

Tehama County may approve alternate crew makeups if the DDHTR Contractor evidences the need for different personnel or equipment. A Hazard Tree Removal Crew consists of between two (2) and seven (7) DDHTR Contractor personnel.

These crews will also include all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies.

Day: Unless otherwise indicated, a “day” or “days” refers to a working day(s), Monday through Saturday.

Disabled Veteran Business Enterprise (Certified): A business that has been certified by the State of California, Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as Disabled Veteran Business Enterprise (DVBE) as defined in Military and Veterans Code 999 et. seq. and 2 California Code of Regulation (CCR) 1896.60.

Disaster: “Disaster” means fire, flood, storm, tidal wave, earthquake, terrorism, epidemic, or other similar public calamities that the Governor determines presents a threat to public safety. (19 CCR section 2900(g))

Disaster Debris and Hazard Tree Removal (DDHTR) Contractor: The Contractor hired to remove disaster debris and hazard trees under this Agreement.

Duly Authorized Representative: Means the duly authorized employee of the Contractor that has the authority to represent the Contractor and sign documents pertaining to the Contracts and submit invoices to Tehama County.

Easement: A legal right to cross or otherwise use another’s land for a specified purpose. An easement may be expressed or implied.

Federal Assistance: “Federal Assistance” means aid to disaster victims or local agencies by the federal government pursuant to federal statutory authorities. (19 CCR section 2900(m))

Finance & Administration Team: Tehama County staff responsible for finance and administration tasks related to this Agreement.

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services RFP
SECTION 1 - INSTRUCTIONS TO PROPOSERS

Finance Section Chief/Finance Unit Leader: Tehama County employee who tracks Operation-level costs and reimbursements for the Operation. The Finance Section Chief/Finance Unit Leader may also serve as the Contract Manager. One or more Deputy Finance Section Chiefs/Assistant Finance Unit Leaders may be assigned as needed.

Hazard Tree: A tree so damaged by a fire that it possesses an imminent threat of falling onto public Right-of-Way (ROW), other improved public property, or other infrastructure – as approved by the County or County delegate. See the Special Provisions for additional criteria.

Holidays: Those days designated as State holidays in the Government Code.

Incident: See *Operation*.

Incident Action Plan (IAP): A formal plan which documents incident goals, operational period objectives, and the response strategy defined by incident command during response planning. It contains general tactics to achieve goals and objectives within the overall strategy, while providing important information on event and response parameters.

Incident Commander: The person responsible for all aspects of an emergency response; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved. The incident commander sets priorities and defines the organization of the incident response teams and the overall incident action plan.

Incident Command System: A standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Incident Management Team (IMT): Designated personnel who provide support to incident management at the Incident or Branch Level. Includes the Director, Planner, Debris Group Supervisor, Finance Unit Leader, and Logistics Unit Leader, and their respective designees.

Individual Property Cost: Operational labor, materials, and other related costs that can be directly attributable to a specific property for which such costs were expended as part of the Operations.

Legal Holiday: See *Holidays*.

Lot: See *Site*.

LTO: Licensed Timber Operator

Notice to Proceed: A Notice to Proceed (NTP) is a notification from Tehama County informing the Contractor it shall begin work under the Operation.

National Environmental Policy Act (NEPA): “NEPA” means the National Environmental Policy Act (Title 42 United States Code section 4321 et seq.). (19 CCR section 2900(s))

Operation: The full scope of work of Structural Debris Removal and Hazard Tree Removal services described in Exhibit A and the Special Provisions. May also be referred to as “Incident” or “Project”.

Operational permits enforced by CalFire: Forest Practice Rules (FPR) under 14 CCR 1104.1(b) (Public Agency, Public and Private Utility ROW Exemption) and 14 CCR 1038(b) (10% Dead, Dying, Diseased Trees) or the NEW 2020 Exemption 14 CCR 1038(g) (Post-Fire Recovery Exemption).

Operations Section Chief: Oversees and directs all tactical staff and operations for the Structural Debris and Hazard Tree Removal Operations throughout the Operational area. For this agreement, used interchangeably with Debris Group Supervisor (DGS).

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services RFP
SECTION 1 - INSTRUCTIONS TO PROPOSERS

Operations Superintendent: Reports to the Contractor's field supervisor who is responsible for overseeing/directing and supporting multiple DDHTR crews, as determined by the Project Manager.

Over Excavation: "Over Excavation" occurs when the IMT designates a property as having had an unreasonable amount of material removed for site conditions. The IMT may base an Over Excavation determination upon factors including, but not limited to, relative quantity or ratios of materials removed compared to other Operation properties, field observations, analytical data, and/or other available information.

Parcel: See *Site*.

Planning Section Chief: Works directly with the Incident Commander, to plan and coordinate Debris and Hazard Tree Removal resources for the multiple activities throughout the Incident Management Team. For this agreement, used interchangeably with Branch Planner (BP).

Programs: The Structural Debris Removal Program or the Hazard Tree Removal Program.

Project: Refer to *Operation*.

Program Manager: In addition to the responsibilities described in the Description of Work, the Program Manager is the DDHTR Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Program Manager prior to submittal to Tehama County.

Property: See *Site*.

Public Cost Proposal Opening: A public meeting, where the sealed cost proposal is submitted by a Proposer on an advertised Operation, is opened, and a determination is made as to the apparent low proposer.

Rejected Load: A "Rejected Load" occurs when either: 1) A receiving facility refuses to accept a load as classified, or 2) the IMT designates a load as being misclassified. The IMT may base a determination of designation of a load as being "misclassified" upon factors including, but not limited to, relative quantity or ratios of materials removed compared to other Operation properties, field observations, analytical data, and other available information.

Resource Monitors: Professional staff, including Registered Professional Foresters, biologists, and archaeologists, provided by the A&M Contractor that will assist in the oversight and implementation of the EPP and Timber Harvest Documents during the Operation for the purpose of protecting the environmental and cultural resources present. Local tribal nations may also provide tribal monitors to assess for native artifacts that DDHTR Contractors' ground-disturbing activities may unearth.

Right of Way (ROW): "Right-of-way" generally means that portion of real property granted to a public or quasi-public entity to utilize said property for public street, drainage, or utility purposes.

Right-of-Way Segment: A reasonable Operational portion of a public right of way.

Right of Entry (ROE): "Right of Entry" refers to the Operational staff to access private property (parcel of land) with permission via the ROE form.

Scope of Work: The description of work required of a contractor by the awarding agency.

Section 106: Section 106 of the National Historic Preservation Act and all associated statutes and regulations, including 36 CFR 61.

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services RFP
SECTION 1 - INSTRUCTIONS TO PROPOSERS

Site: A building or facility, or group of contiguous buildings or facilities with common ownership and within a single APN. A Site may include a “Property,” “Lot,” “Bay,” or “APN” as defined in this Agreement (modified, 19 CCR section 2900(gg)).

Small Business (Certified): A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC section 14837 and 2 CCR section 1896.

State Contract Law: The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

State Eligible Costs: “State Eligible Costs” means all Operation costs eligible under Government Code sections 8680 et seq., and shared costs of Operations deemed eligible for federal public assistance, after offsetting applicable credits. (19 CCR section 2900(kk)).

Stormwater Specialist: The DDHTR contractor will assign a Stormwater Specialist who is a Qualified Stormwater Pollution Prevention Plan Practitioner (QSP) and who is familiar with rural and urban applications of erosion and sediment control. The Stormwater Specialist will oversee applicable work on roads, debris sites, and support facilities, will manage NPDES compliance, and will manage the response to accidental spills. The Stormwater Specialist will also coordinate the documentation of removal, maintenance, and deployment of intermediate and final erosion/sediment control and shall record such measures in a County designated or approved database in coordination with the A&M Contractor.

Subcontractor: A person or entity which contracts with the Contractor to perform all, or a portion of the work as specified in the Scope of Work.

Task Force: Unit and organizational element having functional responsibility for a specific activity.

Title 22 Metals: California Code of Regulation (CCR) Title 22 (also known as the California Administrative Manual {CAM-17}) metals include: antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc.

Work Authorization: See *Work Order*.

Workday: For the purposes of this Operation, a workday includes reasonable time required to support daily on-site Structural Debris removal operations, including, but not limited to, health and safety briefings, beginning and end of shift briefings, and all-hands safety meetings.

The IMT will determine operational hours for each operational period. Generally, the operational hours will be 7:00 AM to 6:00 PM, unless otherwise designated by the IMT. Workdays are each day from Monday through Saturday except state holidays approved by the IMT and every fifth Saturday, which shall be a Safety Stand-down.

Work Order: A contract document Tehama County uses to direct contractors on when and where services are necessary. Work Orders detail activities to be completed within the Scope of Work, not to exceed cost, and provide a schedule for completion. The Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order. A Work Order shall be executed according to the procedures of the “Work Authorization” clause of Exhibit D. The terms “Work Order” and “Work Authorization” are interchangeable.

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services RFP
SECTION 1 - INSTRUCTIONS TO PROPOSERS

SECTION 1 – INSTRUCTION TO PROPOSERS

1. Introduction

There are conditions that this RFP, submitting Proposers, Proposals, and resulting Agreements are subject to and/or required to comply with. Proposer shall examine these instructions carefully and respond to the solicitation requirements prior to proposal.

All costs resulting from the Contractor's participation in the RFP process are at the Contractor's expense. No costs incurred by the Contractor participating in the RFP process will be reimbursed by Tehama County.

Proposers shall be aware of the requirements of codes referenced in the Proposal Requirements and in the Contract documents. Proposers may access the codes included in State law through publications or through the internet at <https://leginfo.legislature.ca.gov/faces/codes.xhtml>

The terms "Bid/Bidder" are used interchangeably and are synonymous with the terms "Proposal/Proposer" for the functional purposes of document.

2. Commitment

Proposer acknowledges and commits that Proposer will, if awarded contract, be in full compliance with all items noted in this RFP and the following contract documents located in the Sample Standard Agreement attached hereto. These include:

- All items noted in the RFP documents
- Sample Standard Agreement, ([Attachment B](#)), Exhibits A through C
- Reference Documents, Attachments C

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposer that reserves a right to negotiate, submits a counteroffer, or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of Tehama County and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Contract.

If the Proposer fails to meet any of the requirements or comply with Tehama County requests, Tehama County can reject, disqualify, or remove the firm from the process. Tehama County is not committed to awarding an Agreement resulting from this RFP.

3. Competence of Proposers

3.1. Business Entity

Proposer and/or Proposer's firm must be in good standing and currently hold any/all required licenses and permits to perform/conduct business in the State of California. If a sole proprietorship, be registered with the city, county, or other local government entity in which the principal place of business is located.

3.2. License

Proposer may only propose work for which Proposer is properly licensed. Refer to NOTICE TO BIDDERS for License Requirements to submit a proposal.

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services RFP
SECTION 1 - INSTRUCTIONS TO PROPOSERS

3.3. Suspension and Debarment

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

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Tehama County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Tehama County including but not limited to suspension and/or debarment.

The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.”

4. Proposer Considerations

4.1. Proposer Responsibility

Proposer shall carefully examine the Proposal Schedule and the Sample Standard Agreement ([Attachment B](#)), Exhibit A, Scope of Work.

By submitting a proposal, Proposer acknowledges that the Proposer understands the character, quality, and quantity of Work insofar as this information is reasonably ascertainable from inspection of the work site and Specifications. In addition, Proposer acknowledges that the mandatory pre-proposal conference and Q&A Period(s) offer Proposers timely opportunities to seek Tehama County’s clarification prior to proposal submission.

Failure of Proposer to acquaint themselves with available information will not relieve the proposer from responsibility for estimating properly the difficulty or cost of successfully performing the work.

4.2. Mandatory Pre-Proposal Meeting

Proposers must attend the entire meeting as described in the NOTICE TO BIDDERS in order to be eligible to propose.

4.3. Public Information

Upon final proposal opening, all documents submitted in response to this RFP will become the property of Tehama County and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public. Tehama County cannot prevent the disclosure of public documents; however, the contents of all proposals, correspondence, agenda, Proposer’s memoranda, working papers, or any other medium which discloses any aspect of a Proposer’s proposal shall be held in the strictest confidence until the contract is awarded. **Tehama County will**

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disregard any language purporting to render all or portions of any proposal package confidential.

All information obtained or produced during the course of the Agreement will be made available to Tehama County.

Any information obtained or produced during the course of the Agreement that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the Contractor prior to submission to Tehama County.

Tehama County will hold information obtained or produced during the course of the Agreement deemed confidential or trade secret(s) by the Contractor to the extent allowable by the California Public Records Act and the Public Contract Code

4.4. Electronic Waste Recycling

If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

4.5. Use Tax

If during the course of the Agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of sections 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to section 10295.1 of the Public Contract Code.

5. Rules and Conditions

5.1. Written Questions and Answers

Proposers needing clarification of the requirements of this solicitation may submit questions to Tehama County. Refer to the Process Schedule on the NOTICE TO BIDDERS for deadline requirements. All inquiries must be received no later than **Date and Time as indicated on NOTICE TO BIDDERS**, regardless of postmark. If the inquiries are faxed, then the time and date on the fax must not be later than the due date and time.

Oral communications with Tehama County officers and employees shall be non-binding on the County and shall in no way excuse the Proposer of any obligations as set forth in this package. If Proposers have any questions pertaining to this particular solicitation, all communication should go through Tehama County's identified point of contact (see NOTICE TO BIDDERS)..

E-mails and/or faxes MUST be clearly marked:

“Questions Relating to PARK FIRE DEBRIS REMOVAL SOLICITATION”

The questions and answers will be published in an Addendum to the RFP.

5.2. Addenda

Tehama County reserves the right to amend, alter, or change the rules and conditions of this RFP.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should immediately be reported to Tehama County prior to the deadline for submission of written questions. Tehama County will issue addenda to address such issues. Addenda will be

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available on the Tehama County webpage for this particular solicitation at
<https://www.Tehamacounty.org/bids.aspx>.

6. Proposal Package Submission

Failure to follow the instructions contained in this document may be grounds for the rejection of a Proposal. Tehama County may reject any Proposal if it is conditional, incomplete, or contains irregularities.

Tehama County may waive an immaterial deviation in a Proposal if deemed in the best interest of Tehama County. Waiver of an immaterial deviation shall in no way modify the RFP requirements or excuse the Contractor from full compliance with the Agreement requirements.

6.1. Final Proposal Package Content

Proposer must submit the proposal information on the forms provided by Tehama County (included in this RFP) or included by reference to downloadable form, as indicated on [Attachment A](#), Required Proposal Package Checklist.

Proposal Packages not submitted on the provided forms will be considered non-responsive. All required signatures must be original “wet” signatures by the individual who is legally authorized to contractually bind the Proposer.

Additional Proposal Requirement Documents are supplied by the proposer to establish the responsibility of the proposer. See [Section 2](#), Bid Submittal Items and Descriptions, for detailed additional bid information.

6.2. Proposal Package Submittal Instructions

It is the sole responsibility of the Proposer to see that its bid is received in proper time. Proposal Packages received after the scheduled closing time for receipt of proposals will be returned to Proposer unopened.

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

The remaining Bid Documents shall be submitted in the same order as they appear on [Attachment A](#), Required Proposal Package Checklist.

Failure to submit any of the required documents may be deemed non-responsive, and the bid may be rejected. Deviation of the order of bid submittal documents may result in your bid being deemed non-responsive.

Proposal Packages shall be submitted under sealed cover, must clearly state that it is in response to this RFP. Attachment 1, Cost Proposal Schedule, and Bidders Bond shall be submitted under separate sealed cover.

Bid Packages shall be submitted as directed below:

SINGLE PACKAGE CONTAINING:

1. One (1) unbound reproducible original Proposal Package marked “Original” containing all Attachments and Additional Proposal Requirements **except Attachment 1, Cost Proposal Schedule and Bidders Bond**.
2. One (1) Electronic copy (USB flash drive) of Proposal Package in Adobe Acrobat format containing all Attachments and Additional Proposal Requirements. (Proposal is

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responsible for ensuring that the electronic copy is formatted in Adobe Acrobat Reader and viewable by Tehama County. For any discrepancy, the original Proposal Package is considered the master.)

3. One (1), **Attachment 1, Cost Proposal Schedule and Bidders Bond UNDER SEPARATE SEALED ENVELOPE MARKED “COST PROPOSAL – DO NOT OPEN”**.

Proposal Package must have the following identifier printed clearly on the package:

2024 Park Fire: DISASTER DEBRIS & HAZARD TREE REMOVAL SERVICES
COST PROPOSAL - DO NOT OPEN

Failure to do so may result in a premature opening or failure to open such a bid. Bid Packages improperly marked may be considered non-responsive. Bids received after the bid submission date and time deadline will be considered late and returned to the Bidder unopened.

6.3. Withdrawal and Modification of Proposal Package

Proposals may be withdrawn prior to the deadline for Proposal submissions noted in the NOTICE TO PROPOSERS, provided that a request in writing, executed by Bidder or Bidder's authorized representative, for withdrawal of such bid is filed with Tehama County via electronic submission or to Tehama County's physical address as listed in the NOTICE TO PROPOSERS. Withdraw of a proposal shall not prejudice the right of a Bidder to file a new proposal.

A Proposal Package submitted prior to the submittal deadline may be modified by the submitting Proposer. The Proposer must:

- Provide a written request to the contact person listed in the NOTICE TO PROPOSERS.
- The written request must identify the requesting individual and their association to the Proposer

Bids cannot be withdrawn or modified after the submittal deadline has passed.

6.4. Errors in Submittals

An error in a Proposal Package may be cause for rejection of that Proposal. Tehama County may make certain corrections, if the Proposer's intent is clearly established based on a review of the complete Proposal.

7. Proposal Evaluation and Public Cost Proposal Opening

7.1. Public Cost Proposal Opening

At the date and time specified in the NOTICE TO PROPOSERS, Tehama County will conduct the Public Cost Proposal Opening. The Public Cost Proposal Opening will be conducted at Tehama County Public Works, 4639 Ben Hur Road, Tehama, CA. Tehama County will tabulate the results from the Public Cost Proposal Opening and determine who is the apparent low bidder.

7.2. Evaluation of Proposals

Following the Public Cost Proposal Opening, Tehama County will evaluate each Proposal and determine whether the Proposal evidences that the Proposer meets the minimum qualifications of this RFP. Tehama County will evaluate Proposals on a pass/fail basis. To receive a "pass" score and be considered responsive, the Proposal must comply with all requirements in this RFP. If a Bid package does not meet all of the requirements set forth

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in this RFP, it may be considered non-responsive and rejected from further competition. Once Tehama County has completed the evaluation of all proposals, it will publish a Notice of Intent to Award signaling who the lowest cost responsive proposer is.

7.3. Rejection of Proposals

All proposals may be rejected whenever the determination is made that the proposals received are not competitive, when the cost is not reasonable, when the cost exceeds the amount expected, or when it is determined to be in the best interest of the County.

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal;
- The proposal submittal is unsigned;
- The Cost Proposal Schedule is not prepared as required by the RFP;
- Non-compliance with Labor Code section 1771.1(a) (DIR registration for Prime and Subcontractors required);
- Any items or information required by the RFP are not included with the submittal;
- All published addenda are not acknowledged;
- There are undisclosed, inaccurate, or incomplete disclosures of conflicts of interest.

Tehama County reserves the right to reject a proposal as nonresponsive if the prices in the proposal are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than the cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the proposal will result in the lowest overall cost to the Tehama County even though it may be the low evaluated proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

No proposal may be rejected arbitrarily or without reasonable cause.

8. Award of Contract

Award of these Agreements will be to the lowest responsive responsible Proposers meeting all of the RFP requirements.

Tehama County reserves the right not to award an Agreement.

The deployment timeline for this Agreement, which is identified in Section 14, "Operational Milestones, Mobilization Requirements, and Metrics" of Exhibit A (Attachment B), will begin immediately upon delivery of the Notice to Proceed. The identified timeframes will be strictly enforced.

9. Post Award and Contract Execution

Awarded Contractor and the resulting contract will be subject to the provisions in this RFP and the Sample Standard Agreement ([Attachment B](#)).

9.1. Governance

If any provisions of the Agreement resulting from this RFP are found to be unlawful or unenforceable, then such provisions will be voided and severed from the Agreement without affecting any other provision of the Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that the Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

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The Agreement is governed by and shall be interpreted in accordance with the laws of Tehama County and the State of California.

All proceedings concerning the validity and operation of this RFP, or the Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Tehama County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and the place where the obligation is incurred is Tehama County, California.

The person signing the Agreement on behalf of the Contractor must certify under penalty of perjury under the laws of California that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1 and is eligible to sign an Agreement with Tehama County. This will be certified on Attachment 2, Bidder Certification.

9.2. Post Award Requirements

Upon Award, Awarded Contractor shall submit and comply with the following:

Performance and Payment Bonds

Awarded Contractor shall furnish bonds, each in the amount of 100 percent of the maximum contract amount, covering the faithful performance of the Contract and payment of obligations arising thereunder.

Insurance

Awarded contractor shall furnish to the County, concurrently with Award of the Contract, evidence of the required insurance meeting the conditions set forth in Sample Standard Agreement (Attachment B).

9.3. Contractor Signature

The Contract shall not be binding upon the County until it is executed by the Contractor and the County. Contract documents required for the execution of the Contract consist of the document included herein as Sample Standard Agreement ([Attachment B](#)).

Should the Contractor begin work in advance of receiving notice that the Contract has been approved, any work performed in advance of the date of Notice to Proceed (NTP) shall be considered as having been done at risk as a volunteer. In no event shall the Contractor commence work until the Contractor has received notification from the County that the certificate of insurance has been approved.

10. Bidder Certifications and Acknowledgements

By submitting a bid, Bidder certifies and acknowledges the terms, conditions, and/or requirements set forth in this RFP and the contract documents located in the Sample Standard Agreement attached hereto. The bidder is advised to read these provisions carefully prior to submitting a bid. Contract terms, conditions, and/or requirements are not subject to negotiation.

If the Bidder fails to meet any of the requirements or comply with Tehama County requests, Tehama County can reject, disqualify, or remove the firm from the process. Tehama County is not committed to award an Agreement resulting from this RFP.

END INSTRUCTION TO PROPOSERS

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SECTION 2 – BID SUBMITTAL ITEMS AND DESCRIPTION

SECTION 2 – PROPOSAL SUBMITTAL ITEMS AND DESCRIPTION

11. Description of Proposal Package Forms

As indicated, Bid Package Forms are included as part of the RFP or included by reference to downloadable form.

Bid Package must contain the following:

Attachment 1 – Cost Proposal Schedule:

Complete and submit the included Cost Proposal Schedule.

Cost Proposal Schedule must be submitted *under a separate seal* with the Bid Bond. (See Section 2, Part 12, Description of Additional Proposal Requirements, below).

Attachment 2 – Proposer Certification:

Complete and submit the included Proposer Certification to acknowledge and certify to all items contained therein. Proposer Certification must be signed by the individual who is legally authorized to contractually bind the Proposer .

Attachment 3: Proposed Subcontractors Lists:

Complete and submit the included Proposed Subcontractors List to list the name, location, license number, and registration number of all subcontractors who will be employed and the kind of work which each will perform in the completion of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of total bid All subcontractor licenses must be current and active at the time of the bid. Listed subcontractors must be registered with the DIR in order to be listed for and to engage in the performance of the Work.

For listed LTO subcontractors, a copy of the LTO License must be attached as part of Attachment 3.

Attachment 4 – Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (As Amended):

Bidder is required to submit the included certification in compliance with 44 C.F.R. Part 18, Certification Regarding Lobbying. See Sample Standard Agreement (Attachment B), Exhibit G, for FEMA contract provisions and for more information.

Attachment 5 – Required Personnel Questionnaire, Organization, and Resumes:

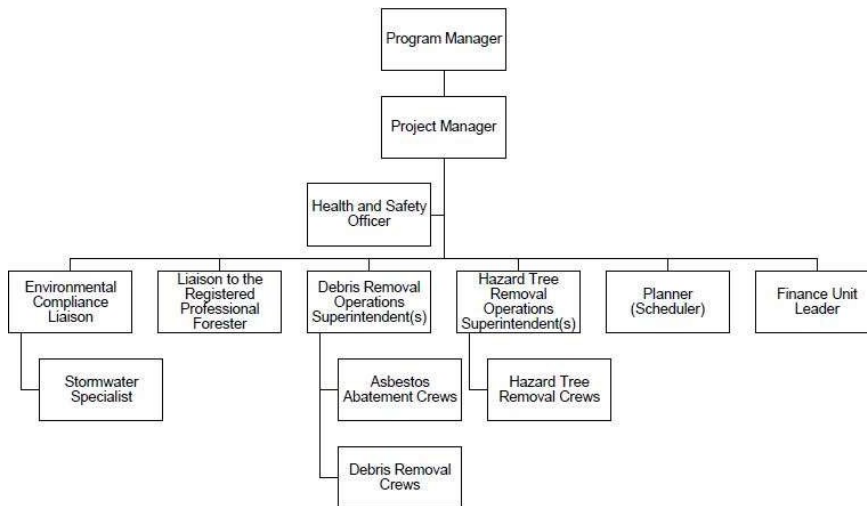
Bidder Proposer shall complete the included Required Personnel Questionnaire documenting the professional qualifications and subject matter expertise of each required team member as listed in Attachment 5.

Proposer shall attach an Organizational Chart identifying each listed team member, a resume for each listed team member, and copies of HAZWOPER Certifications for applicable team members (as instructed in Attachment 5). Additional personnel may be included as instructed.

Proposer shall adhere to the below organizational chart structure (as an example) when completing this requirement:

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Example Organizational Chart:



Attachment 6 – Business Entity Requirement Questionnaire:

Proposer must complete the included Required Business Entity Questionnaire documenting the qualifications of the business.

The questionnaire summarizes the Contractor's (or the Joint Venture's) experience providing the types of services required in this RFP and or similar applicable environmental cleanup operations.

Attachment 7 – Customer Reference Form:

Proposer must demonstrate the required qualifications by submitting three (3) verifiable references for projects similar in size (or larger) and scope as described herein.

Proposer must complete Part 1 of the included Customer Reference Form for each reference. Proposer shall then supply the form to the Customer Reference, who shall complete Part 2 and return it to Proposer.

For purposes of References, work performed as a member of a Prime Contractor Joint Venture shall be considered work performed as a Prime Contractor.

References submitted on Attachment 7 shall conform to one of the below descriptions:

- A. One (1) Reference from a project within the past five (5) years that was performed as a prime contractor in an amount of at least \$,500,000.00.

Project must be for one of the following types: Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up.

- B. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor or subcontractor in an amount of at least \$1,000,000.00.

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Project must be for one of the following types: Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up.

Tehama County will validate customer references by any means necessary or appropriate, including email, voice, or electronic conferences. Proposer are responsible for maintaining contact with their referencing customers to ensure their prompt responses to Tehama County's validation inquiries.

If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, Tehama County reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled. It is to the Proposer's benefit to inform its references that they may be contacted by Tehama County regarding this RFP during the anticipated review period, and their quick response would be helpful to the Bidder's cause

Darfur Contracting Act

Bidder must complete, as instructed, and submit the [Darfur Contracting Act](#) included by reference and available for download located at:

http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

PCC section 10475 through 10481 apply to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either: a) not a scrutinized company or b) a scrutinized company that has been granted permission by the DGS to submit a proposal.

A scrutinized company is a company doing business in Sudan, as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (PCC section 10477(a)) unless written permission from the Director of DGS to bid on this procurement has been granted (PCC section 10477(b)).

California Civil Rights Laws Attachment

Bidder must complete and submit the [California Civil Rights Laws Attachment](#) included by reference and available for download at: [https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation document attachments/California civil rights law.pdf](https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation%20document%20attachments/California%20civil%20rights%20law.pdf)

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Pursuant to PCC section 2010, any Proposer entering into or renewing a contract over one hundred thousand dollars (\$100,000) on or after January 1, 2017, must certify to all the following:

1. That it is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
2. That it is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Failure to submit this completed form with the Proposal will result in the proposal being considered non-responsive.

Iran Contracting Act Verification Form

Proposers must complete and submit the Iran [Contracting Act Verification Form](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf) included by reference and available for download at:
http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf

Pursuant to the Iran Contracting Act of 2010 (PCC sections 2200 through 2208, “the Act”), a Person, as defined in the Act, is ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the Person engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a person must complete and return the attached IRAN Contract Act Certification form with its proposal certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

12. Description of Additional Bid Requirement Documents:

Bidder is required to supply the following additional submittals as part of the Bid Package Bidders Bond

Attachment 1, Cost Proposal, shall be accompanied by a Bidder’s Bond, which shall be executed by an admitted surety insurer authorized to issue surety bonds in the State of California. Bonds shall be made payable to the County Contract Manager of Tehama County. The security shall be in an amount equal to at least 10 percent (10%) of the bid amount.

Notarized Bondability Statement

Attach a notarized statement from the bonding company or companies your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor’s performance in all respects of the terms, conditions, and provisions of this RFP and the resulting Agreement for one hundred percent (100%) of the total maximum contract amount. The notarized statement shall guarantee that the surety will execute the Faithful Performance Bond requirement as stated in each applicable Work Order on or before the Work Order is signed and returned to Tehama County’s Contract Manager. This statement must guarantee the Contractor’s compliance with the terms of the Agreement and Work Order. This statement must be properly notarized and submitted as part of the Qualifications to meet the submittal requirements of this RFP.

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Insurance Experience Modification Rate (EMR)

The Bidder must provide their Cal/OSHA lost time injury/illness incidence, Cal/OSHA recordable injury/illness incidence, and their Workers Compensation Insurance Experience Modification Rate (EMR). Bidder must meet the average EMR requirement of 1.0 or less. If a bidder is eligible for a Workers Compensation Insurance Rating Bureau of California (WCIRB) rating, the bidder shall provide a copy of bidder's worker's compensation insurance carrier's letter indicating it's WCIRB determined EMR rating for the last three premium years, plus a 3-year EMR average. If a bidder is not eligible for a WCIRB EMR rating, the bidder shall provide evidence of non-eligibility and proof that a unitary rating of 1.0 rating is applicable. If potential bidder has a National Council on Compensation Insurance (NCCI) EMR rating, bidder shall submit NCCI EMR rating if bidder is not eligible for a WCIRB EMR rating. If Tehama County discovers after contract award that bidder failed to disclose WCIRB EMR rating, Tehama County reserves the right to terminate the contract for cause, with appropriate enforcement remedies at the Contractor's expense.

If the Joint Venture was recently formed and has not had an EMR, the Joint Venture shall provide any EMR data available. If none is available, the Joint Venture should indicate that no EMR data is available in bid submission documents. However, all members of the Joint Venture must still meet the EMR requirement of 1.0 or less, as stated in the paragraph above.

Illness and Injury Prevention Program (IIPP) and/ Health and Safety Plan (HSP)

Bidders must submit current company IIPP that meets the requirements of 29 C.F.R. section 1910.120(b) and 8 CCR section 5192(b) or a sample of a recently prepared HSP environmental remediation/cleanup operation representative of the types of operations envisioned to be conducted included Sample Standard Agreement, Exhibit A, Scope of Work.

The HSP should include employees anticipated to be utilized under the Agreement. Bidders' attention is directed to the requirement that each Subcontractor involved in the Agreement shall also have a current company IIPP or recently prepared HSP, as described above. Subcontractor IIPPs are not a required bid submittal.

Letter(s) of Interest

In consideration of the recycling and disposal of materials removed, as part of the Operations, the Proposer shall submit, for each Operation:

1. Name(s) and Location(s) of Temporary Log Storage and Processing Facility(ies), Laydown Yard(s), Temporary Debris Management Sites, and/or Temporary Housing Facilities that the Contractor plans to use.

Letter(s) of Interest(s) for #1: Proposer shall provide letter(s) of interest from property owners listed in response to #1 above stating that property owners are interested in pursuing the use of their property, by the Proposer, for the stated purpose in relation to this Operation. This requirement is applicable only if the Proposer intends to use such a temporary facility.

2. Name(s) and Location(s) of currently operating and permitted landfills, concrete, and metals recycling facilities, and wood materials end-use facilities (properly permitted to receive intended materials) that the Proposer plans to use.

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Letter(s) of Interest(s) for #2: Proposer shall provide letter(s) of interest from facilities listed in #2 above stating intent to enter into an agreement with the Proposer for the Proposer's utilization in anticipation of contract award. Facilities listed in #2 must be currently operational and permitted (with valid permits) at the time of proposer submission.

Proposer acknowledges that, if Awarded, Proposer will be required to obtain all relevant permits. All lease arrangements with the property owners for this(these) facility(ies) shall be the responsibility of the Contractor.

13. Description of Cost Proposal Schedule – Bid Items

13.1. Bid Assumptions

The following lists basic assumptions to be included in the DDHTR Contractor's bid items:

1. Proposal may consider lodging options, including, but not limited to, commuting, establishing a housing base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall solely bear the full cost of such lodging choice(s). Any temporary facility established by the Contractor must be approved in advance by the IMT and comply with all documentation, permitting, and environmental review requirements in this agreement and Exhibit A.1, Special Provisions.
2. All necessary support personnel, equipment, and services, including any costs associated with maintenance crews, water tenders, traffic control crews, and office support staff.
3. All crews that are necessary to complete all tasks listed in this Scope of Work, including asbestos abatement crews, vehicle removal crews, debris removal crews, rescrape crews, hazard tree removal crews, remediation (punch list) crews, and erosion control crews.
4. Inclement weather (rain, snow, high winds, etc.), poor air quality (including from wildland fires in the vicinity of work), and other impacts on work safety and effectiveness due to inclement weather (i.e., muddy parcels and equipment access conditions due to weather, etc.).
5. Any real property costs, such as a land lease or rental costs, shall be included in the submitted bid. The Contractor shall provide a copy of the Lease Agreement(s) to the CM prior to commencing the use or development of the property(ies) for reference purposes only.
6. Restrictions on commercial truck routes to disposal and end-use facilities. Changes in road routes made during the course of the Agreement shall not be eligible for additional compensation and the Contractor shall factor in such bid risks when submitting the Cost Bid Schedule, even if the Contractor incurs additional labor, equipment, or operating costs as the result of the changed route.
7. Bidder shall be responsible for any changes made to Hauling and Reuse/Disposal Plans, including any changes made based on the Traffic Management Plans or Assessments prepared by third parties (such as the California Department of Transportation, Caltrans) or the A&M Contractor. This may include prohibiting or

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restricting hauling operations on certain roads or highways. Changes may be required due to unforeseen traffic or safety concerns.

8. DDHTR Contractor shall assess all road surfaces anticipated to be used in these Operations, and their condition, including the potential need for reasonable road improvements to access properties or hazard trees and implement necessary repairs. Such as grading, widening, deployment of steel plates, or application of base rock, as described in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provision, and as approved by Tehama County. After the completion of debris removal work the conditions will be compared with pre-work documentation of roads to determine if damage is from contract work. The contractor may be liable if excessive damage is caused by contract work. IMT may make requests for the DDHTR Contractor to use smaller equipment and/or equipment with non-metal tracks on roads. The contractors can choose whether to use smaller or alternative equipment on areas requested. They may also elect to use mitigation devices to eliminate damage to pavements and roads, such as wood plywood sheets and rubber mats may be used under equipment to prevent damage to pavement surfaces. The DDHTR contractor may be liable for excessive damage if the requests are ignored.
9. DDHTR Contractor shall also be prepared to use alternate means and methods, such as the use of off-road equipment or smaller equipment, to gain access to areas where work must be performed. Morooka carriers (or similar rubber tracked off road equipment) are available to transport debris in off-road conditions. Smaller equipment like Gators or quads may also be needed for off-road access and transportation of debris materials. Restrictions in access from tunnels, trees or narrow access road may require the use of smaller debris removal equipment or transport trucks. However, construction of new roads, including any construction requiring professional traffic engineering, shall not be included within the scope of this agreement. The decision of whether the construction of new roads is required is at the sole and exclusive discretion of Tehama County
10. Environmental restrictions, including threatened and endangered species, nesting birds, setbacks from watercourse, and lake protection zones (WLPZ) as detailed in the Environmental Protection Plan, permits issued by State or Federal regulators, or other sources of criteria as identified by the IMT. DDHTR Contractor shall be responsible for additional costs or work needed to comply with applicable environmental requirements and implement mitigation measures, including but not limited to relocation of bird nests, recovery and transport of bird nests/eggs to authorized rehabilitation centers, alternate hazard tree felling/removal methods necessary to protect resources (such as tree climbing), and use of long-reach, cranes, or other necessary equipment required to remove hazard trees, structural debris, or other material from Equipment Exclusion Zones
11. Cultural resource restrictions, including tribal monitoring by tribal nations, within the burn scar. This bid risk includes the cost of any possible delays caused by deployment and utilization of Tribal Monitors. Additional costs associated with the identification, protection, and compliance of cultural and historical resources shall not be eligible for additional compensation, including costs of training DDHTR Contractor's personnel.
12. Costs associated with performing work around portions of damaged buildings, such

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- as standing walls, including those that have been shored or otherwise reinforced by third parties, which may include the use of smaller equipment, long reach equipment, cranes, or hand work. DDHTR Contractor shall not be responsible for the actual installation of shoring or other reinforcement measures under this agreement.
13. Coordination with railroads or other modes of transportation (i.e., road, air, water, etc.).
 14. California Occupational, Safety and Health Administration (Cal OSHA) standards, training, inspections, and corrections of any violations to Cal OSHA standards.
 15. Delays for traffic control, highway or roadway maintenance, and cleanup or utility repair shall be considered as part of this contract and are to be expected. This includes activities conducted along all highways, local roads, and utility work such as roadway cleanup of trees and brush along highways, repair and replacement of highway facilities, and/or repair or replacement of utilities' facilities completed by other contractors.
 16. DDHTR Contractor shall provide all traffic control crews necessary to provide public safety for both functions within both the Operational Areas.
 17. Maximum daily receiving limits of ash and Structural Debris, metals, concrete, and contaminated soils.
 18. Maximum daily receiving limits for timber and wood materials.
 19. Availability of local Temporary Log Storage and Processing Facilities. Contractor shall be solely and exclusively responsible for availability of temporary log storage and processing facilities, and the capacity of end use facilities throughout the term of the Agreement. Adjustments that may be necessary to such facilities, including, but not limited to, adjustments related to facility capacity, market fluctuations, and other reasons outside of the Contractor's control, shall be at the Contractor's sole expense and ineligible for additional compensation from Tehama County.
 20. California Department of Forestry and Fire Protection (CAL FIRE) Forest Practice inspections or inspections by the Regional Water Quality Control Board.
 21. California State Fire Marshall inspections, as necessary.
 22. Costs, fees, permits, inspections, penalties, or cost of compliance incurred as the result of any local, state, federal, or tribal authorities.
 23. All material and placement of rip-rap rock and temporarily placed culverts installed for temporary creek crossings. All costs related to any and all crossings, including but not limited to, water course, canyon, trench, or ditch. The costs shall be inclusive of properly implementing all required Best Management Practices (BMPs).
 24. Mobilize/construct and deconstruct/demobilize temporary bridges up to 50-foot spans, between the ordinary high-water marks, as part of these operations. If necessary, as a crossing may fall within the Ordinary High-Water Mark, the contractor will work with the archaeologists, biologists, and stormwater staff to draft a Clean Water Act Section 404, 401, and Fish and Game Code Section 1600 permit. The DDHTR Contractor shall be responsible for obtaining any necessary permits.
 25. DDHTR Contractor will not be compensated for any "access" trees or "incidental"

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trees (trees that must be cut because there's no other way to access marked Hazard Trees).

26. No Change Orders or cost adjustments will be considered for variations in quantities listed in the bid sheets – the unit costs listed are firm and binding regardless of actual quantities available. The quantities listed in the bid sheets and bid solicitation documents are only estimates for the purposes of bid evaluation and do not represent any guarantee from Tehama County. Any potential costs associated with quantity variations shall be incorporated in bidder's unit price and will not be eligible for additional compensation beyond the unit prices submitted.
27. All costs under this Agreement will be paid at the unit rates bid multiplied by the quantities actually performed (as verified by Tehama County's A&M Contractor, working under a separate contract). Various Structural Debris materials and other unit quantities will be verified by the A&M Contractor before payment is authorized. It is advised that the DDHTR Contractor work closely with Tehama County's Contract Manager and the A&M Contractor at the beginning of and throughout the Operation to ensure that the unit cost tickets, and other costs are accurately tallied on a near-daily basis and invoices are appropriately formatted and documented to minimize delays after the DDHTR Contractor invoices the County. This will very likely expedite the timely payment of invoices.
28. No Change Order or adjustment in price will be granted based on the number of Structural Debris Removal Crews and/or Hazard Tree Removal Crews utilized or any other items that could be reasonably anticipated to complete the work described in each bid item, bid documents, and this Agreement.
29. Any rebates, credits, or savings derived from the legal use of wood materials should be included in the unit price of the trees, as well as any necessary taxes and fees that may be required to be paid as a result of this Operation. Under no circumstances will Tehama County compensate the DDHTR Contractor for such taxes and fees, as this is the DDHTR Contractor's responsibility. Any revenue, such as rebates, credits, or savings obtained by the DDHTR Contractor through these agreements, must be disclosed to Tehama County and documented.
30. DDHTR Contractor shall also not be eligible for any additional compensation, including potential loss of wood material credits, if DDHTR Contractor is directed to leave behind wood material at or near the tree felling site.
31. DDHTR Contractor acknowledges and agrees that the County will not provide the DDHTR Contractor any additional compensation in place of expected recycling revenue should the hazard tree wood material or any other wood material be left behind on the site, if directed to do so by the IMT.
32. DDHTR Contractor shall not be eligible for additional compensation based on market fluctuations of recycled materials costs.
33. The DDHTR Contractor shall provide dust control for both program properties as well as community roadways. DDHTR Contractor shall provide water tenders/trucks and drivers and supporting equipment, fuel, hoses, nozzles, water meters and fittings, pumps, etc., for use throughout the project area as directed and approved by the IMT.
34. Community Street Sweeping including sweepers, drivers, fuel, brushes, appropriate

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disposal of collected road debris and dirt.

35. All costs of water, permit fees, and connection/meter fees are charged by water purveyors. Contractor shall be responsible for any additional costs of water and associated fees of supplying water, even if water prices rise as the result of water supply shortages, government-declared droughts, or mandatory water supply restrictions.
36. All costs required to remobilize both Structural Debris and Hazard Tree Removal equipment and personnel between properties or to road segments will be borne by the Contractor. Mobilizations between properties or road segments are not eligible for compensation for Bid Item 1.
37. Truck inspection yards are necessary to conduct Department of Transportation (DOT) inspections by the A&M Contractor.
38. All DDHTR Contractor trucks shall be inspected by the A&M Contractor's DOT truck inspectors, including low beds, tree removal trucks, chip trucks, water tenders, tow trucks, street sweepers, and other commercially licensed vehicles used on the project. Each commercial truck will display a disaster Operation sticker provided by Tehama County's Consultant. After each 30-day period, 10% of the commercial trucks will be re-inspected per DOT Level 1 requirements.
39. All cost considerations for accessing and working on properties both in tract areas on relatively small relatively flat lots as well as difficult properties, which include properties that: are in remote locations; require access over long poorly maintained or non-maintained gravel or otherwise non-paved roadways and have larger 1-100 acre lots or more.
40. Other issues outside of the Contractor's or Tehama County's control that restrict or reduce the productivity of Structural Debris or hazard tree removal crews and/or truck travel shall be considered and included in the bid items.
41. DDHTR Contractor shall include any and all costs associated with delays that may occur while awaiting A&M Contractor and IMT personnel to respond and conduct Initial Site Walks. DDHTR Contractor shall not be eligible for any additional compensation while waiting for third party verification of completed scope of work.
42. All necessary safety fencing, as specified in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provisions, around emptied pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined in writing by the Operations Section Chief or designee when demobilizing from the property once the site has been cleared for soil sampling.
43. The costs of the DDHTR Contractor's implementation of a health and safety plan, or costs associated with the health and safety of the DDHTR Contractors (including the DDHTR Contractor's subcontractors, if any) shall be included in the bid prices and not eligible for additional compensation. Examples include: Personnel Air Monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury will be required in the operator breathing zone, per the Contractor's Health and Safety

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Plan.

44. Installation of erosion control devices and hydromulching after each property has been cleared of structural debris and approved by the Operations Section Chief, or designee, for erosion control, per the Exhibit A.1 Special Provisions.
45. Removal of potential danger trees described in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provisions as trees that prove to be a danger to the Structural Debris removal crews and as identified by the County Operations Section Chief or designee. Such trees shall be removed at the Contractor's expense and will not be eligible for any compensation under Bid Item 12. This also includes trees that may not be potentially dangerous but prohibits access for the Structural Debris removal crews or Hazard Tree removal crews.

13.2. Description of Cost Proposal Schedule – Bid Items:

Each bid item is noted as either community costs or individual property costs (based on APN). This is necessary when compiling the operational costs for each parcel for both cost recovery and insurance reimbursement purposes.

Item 1 – Mobilization and Demobilization to/from Operational Area:

One-half of this bid item will be paid as a crew is mobilized, and one-half will be paid as the crew is demobilized. This bid item is intended to be a one-time fee per crew for the duration of the operation – mobilization and demobilization for days of no work are described in Item 8- Non-Working Days. However, in the event that Tehama County directs additional crews to mobilize to the job after demobilizing crews from the job, this item will be paid again.

Item 1a – Disaster Debris Removal Crews:

This per crew unit bid item includes the mobilization of one disaster debris removal crew to the Operational Area, including:

- Personnel, which shall consist of two operators and two labor personnel
- Equipment, including at least one (1) excavator and (1) skid steer
- Supplies such as water buffalos, male and female portable restrooms, and stand-alone hand sanitation stations for the duration of the overall operation.

Ancillary crews, such as rescrape crews, erosion control crews, or asbestos abatement crews, are not considered Disaster Debris Removal Crews for the purposes of this line item, and their mobilization shall not be separately compensated.

Item 1b – Hazard Tree Removal Crews:

This per crew unit item cost includes the mobilization of one hazard tree removal crew to the Operational Area, including all personnel, equipment, supplies, male and female portable restrooms, stand-alone hand sanitation stations, maintenance crews, water tenders/buffalo, and support crews for the overall project such as traffic control crews, for the duration the overall operation. A hazard tree removal crew is defined as all personnel, equipment, and supplies necessary to fell, process, and remove hazard trees. Hazard tree removal crews shall consist of either a crane or rubber-tired and/or rubber tracked bucket rig, and a feller buncher, chipper, processing equipment, forklift,

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hauling equipment, and all required labor, operators, materials, and equipment to fall, process, and transport wood materials to end-users. The base unit personnel for a Hazard Tree Removal Crew is a maximum of seven (7) personnel and a minimum of two (2) personnel and relates to assigned crew numbers regardless of how the DDHTR Contractor utilizes its resources.

This per crew unit cost item also includes mobilizing Log Deck/Yard Processing crew(s) to either of the Operational Area Divisions including all personnel, temporary scales, equipment, supplies, male and female portable restrooms, stand-alone hand sanitation stations, maintenance crews, water tenders/buffalo, and support crews for the overall project, such as traffic control crews, for the duration of the overall operation. A Log Deck / Yard Processing crew includes all personnel required to operate a permitted Temporary Log Storage and Processing Site/Staging Area. Temporary Log Storage and Processing Site/Staging Area Crews also include all personnel required to monitor, track, and process hazard trees at a Temporary Log Storage and Processing Site. The base unit for a Log Deck / Yard Processing Crew is 1 unit per Temporary Log Storage and Processing Site/Staging Area. [Stair Platform, Ladders or lifts needed for truck load inspections shall be provided at Storage /Processing sites and end use facilities.](#)

This Item also includes all supporting environmental and land use permitting, labor, equipment.

Item 2 – Per Parcel Ash, Debris, Metals, and Incidental Soil:

This item includes the removal, transport, and disposal of surface ash, which includes 3-6 inches of incidental soil (within the structural ash and debris footprint). It also includes the removal, transport, and disposal of burned debris, which consists of the burned home remains, including burned or partially burned furniture, personal belongings, metals (such as white goods, household appliances, and patio furniture, etc.), and unsupported walls, potentially dangerous trees, or chimneys that are hazardous to debris removal crews. This bid item does not include burned or partially burned stone, concrete, landscaping features, or statues. This bid item includes trench plating as needed to protect existing culverts and other improvements from damage by the DDHTR Contractor's equipment and trucks.

Item 3 – Per Parcel Asbestos Removal and Disposal:

This item includes the removal, transport, and disposal of asbestos and ACM. This Item is per APN for a fully equipped, three-person asbestos abatement crew to remove, transport, and dispose of the asbestos identified by the A&M Contractor's Certified Asbestos Consultant (CAC) and/or Certified Site Surveillance Technician (CSST). This item includes labor, personal protective equipment (PPE), appropriate protective temporary storage, disposal fees, truck rental, temporary storage box(es), mobilization and demobilization, travel-time, per diem, and fuel.

This is an individual property cost.

Item 4 – Soil Removal, Re-Scrape:

This item includes the removal, loading, and disposal of additional soils from an individual parcel that has been determined to be still contaminated with ash and Structural Debris. In accordance with the Special Provisions and direction from Tehama County, this soil is removed from specific decision units or areas pre-marked

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by the A&M Contractor to meet the operation-specific cleanup goals described in the Special Provisions. The bid unit is per APN. The unit cost is intended to include all activities and equipment related to excavating, separating, and loading trucks with contaminated soil at the site and includes trucking and receiving facility fees.

DDHTR Contractor shall perform a re-scape at the direction of Tehama County on any parcel where cleanup goals have not been met, including re-scraping parcels multiple times.

Regardless of the number of re-scapes required or the quantity of soil removed, this bid item will be paid only once.. Further re-scrapes, as determined necessary by Tehama County, shall be performed without compensation.

Item 5a and 5b – Vehicles (Burned Hulks) abatement:

This item includes providing adequate equipment and an operator to abate vehicles (burned hulks) and recycle them, which may include adjudicating vehicles onsite or transporting burned vehicles to an off-site collection point to adjudicate vehicles, draining and disposing of the fluids to an approved hazardous waste facility (if and as necessary), and ultimately transporting the vehicles to an approved recycling facility. The vehicles shall not be crushed prior to adjudication. If vehicles are to be hauled whole, they shall be bundled with a net to prevent items from falling from the vehicles into the roadway during transport. Abatement of vehicles from public rights-of-way may be requested by the County, if so, it may require coordination with traffic authorities, such as the California Highway Patrol, local law enforcement, or local code enforcement, such as scheduling of work based on availability of traffic authorities.

Additionally, the abatement of vehicles from public rights-of-way may require traffic control. This item is for any vehicle legally required to be registered with the State of California, including, but not limited to, passenger vehicles, light trucks, sport utility vehicles, motorcycles, all-terrain vehicles, utility and boat trailers, recreational vehicles, buses, boats and vessels, and construction and farm equipment. The bid unit is per vehicle removed, abated, and recycled.

Item 5a – Vehicles Adjudicated on Parcel:

This is a per-unit vehicle cost item for vehicles adjudicated by CHP or state or local government on the parcel, allowing the vehicle to be abated by the DDHTR Contractor during the typical course of debris removal operations, including transport to the receiving facility.

Includes receiving facility fees.

Item 5b – Vehicles Adjudicated Off-site:

This is a per-vehicle cost for vehicles required to be transported to DDHTR Contractor's central consolidation and inspection site for adjudication by CHP or state or local

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government and then to the receiving facility, including any necessary storage and multiple instances of transportation prior to final transportation to the receiving facility. Includes receiving facility fees. Vehicles shall not be crushed prior to adjudication and may require Contractor to transport vehicle intact by towing to ensure preservation of VINs, based on the direction of the Tehama County Contract Manager.

This is an individual property cost.

Item 6 – Per Property Concrete:

This item includes the separation and loading of all eligible concrete from an individual property in accordance with the Special Provisions and direction from Tehama County. The bid unit is per APN. The unit cost is intended to include all activities and equipment related to excavating, separating, and loading concrete and reinforced concrete at the site into trucks and includes trucking and receiving facility fees. The concrete may include foundations, flatwork, driveways, OSC approved retaining walls, tanks, and other miscellaneous concrete items as required by the OSC. Includes sizing concrete to receiving facility specified size and cutting of protruding rebar pieces, as required by the receiving facility. Includes receiving facility fees.

Item 7 – Tonnage Rate for Debris, Ash, Metals, Concrete, and Soil Removal from Commercial and Public Parcels:

This per unit ton cost item includes the removal, transport, and disposal of debris, ash, metals, concrete, and soil described in Item 2 from commercial or public parcels. The Contractor will be required to segregate, weigh, and report on the waste streams in accordance with the Special Provisions but the unit rate paid per ton shall be the same for all materials removed. This Bid Item also includes all erosion control hydromulch and straw wattles required per the Special Provisions, Section 9.1. Bid Item #7 includes parcels requiring the removal of non-Resource Conservation and Recovery Act (RCRA) hazardous waste, as defined by 22 CCR section 66261.101.

For the purposes of this agreement, a commercial parcel shall be defined as a parcel:

1. Associated with a business enterprise licensed by the California Secretary of State (or other government entity, as determined by the IMT) or a nonprofit organization recognized by the State of California's Franchise Tax Board (or other government entity, as determined by the IMT, with verification through the California Department of Justice as necessary.)
2. Where business or nonprofit activities were actively being conducted at the time of the fire, which destroyed the structure.

Mobile home parks shall be considered commercial parcels for the purpose of this bid item.

For the purposes of this agreement, a public parcel is defined as a parcel owned and operated by a public agency that was not primarily used as a residence.

The determination of whether a parcel meets the definition of a commercial parcel or public parcel is at the exclusive discretion of Tehama County.

This is an individual property cost.

Tehama County anticipates the possible inclusion of one (1) Not For Profit parcel.

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SECTION 2 – BID SUBMITTAL ITEMS AND DESCRIPTION

Item 8 – Asbestos Abatement for Commercial and Public Parcels:

ASBESTOS TESTING NEGATIVE ON THIS PARCEL

Item 9 – Non-Working Days:

This per crew unit cost item includes the costs of mobilizing and demobilizing personnel from debris removal crews and hazard tree removal crews for days designated as non-working days by the IMT. Do not count Sundays, every fifth Saturday, and Holidays as part of this bid item as they will not be compensated. This does not include days where work is impracticable due to weather conditions or other environmental factors. This will include unanticipated safety stand-down days as directed and authorized by Tehama County.

The IMT shall notify the DDHTR Contractor of a Full Non-Working Day by 1700 on the calendar day prior to the calendar day of no work.

A partial Non-Working Day occurs when the IMT notifies the DDHTR Contractor after 1700 on the prior calendar day to the intended Non-Working Day, and the DDHTR Contractor has commenced with work on the intended Non-Working Day. A partial non-working day also occurs when the IMT notifies after 1700 on the prior calendar day to the intended Non-Working Day and the DDHTR Contractor has not commenced with work yet has mobilized in anticipation of the performance.

When a partial Non-Working Day occurs, the bid unit will be paid on a fractional hour basis where an eleven (11) hour working day correlates to 100 percent (100%) of the bid amount. Payment shall not be greater than 100 percent (100%).

Item 10a – Debris Removal Crews:

This per crew per day item covers costs only for Disaster Debris Removal Crews, as listed in item 1a. Other types of crews, such as asbestos abatement crews or erosion crews, are not eligible for compensation under this bid item or separately for days of non-work.

This item is not individually bid and is instead fixed at 1.5 percent (1.5%) of Item 2 per debris removal crew per day.

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Item 10b – Hazard Tree Removal Crews:

This per crew per day item covers costs for Hazard Tree Removal Crews, as listed in item 1b. Other types of crews, such as Log Deck / Yard Processing Crews, support crews, and all other equipment, labor, overhead expenses, are not eligible for compensation under this bid item.

This item is not individually bid and is instead fixed at 1.5 percent (1.5%) of Item 2 per tree removal crew per day.

Item 11 – Delays:

For this bid item, a “Delay” results from factors beyond the DDHTR Contractor’s control related to A&M Contractor error, unusual and unsafe materials discovered on the site, or other unforeseen environmental (discovery of cultural resource, discovery of proximity to unknown endangered species habitat, etc.) or imminent safety issues.

These delays will be designated and approved by the IMT. Examples of unusual and unsafe materials include the discovery of radioactive Structural Debris, unexploded ordinance, explosives, hazmat spills or releases, mercury releases, unknown cylinders, dangerous or threatening residents or animals, or roadway accidents. The DDHTR Contractor shall notify the IMT within fifteen (15) minutes once the DDHTR Contractor becomes aware of a potential Delay. This bid item does not include weather impacts, which are not compensated.

Delays eligible for payment will be designated and approved by the OSC or designee, verbally or by electronic communication. These occurrences will be followed up with an email or other written correspondence before the end of the same working day. Delays eligible for payment will be designated and approved by the IMT in writing. Loss of productivity due to foreseeable conditions within the DDHTR Contractor’s control including, but not limited to, weather, poor planning, DDHTR Contractor error, labor shortages, traffic, safety violations, or receiving facility (disposal, recycling sites, Temporary Log Storage and Processing Sites/Staging Areas or end use facility) wait times, are ineligible for payment as a “delay.” Delays usually include a small percentage of the properties.

Item 11a – Debris Removal Crews:

This per crew per hour item covers costs only for Disaster Debris Removal Crews, as listed in Item 1a. Other types of crews, such as asbestos abatement crews or erosion crews, are not eligible for compensation under this bid item or separately for delays.

Item 11b – Hazard Tree Removal Crews:

This per crew per hour item covers costs for Hazard Tree Removal Crews, as listed in Item 1b. Other types of crews, such as Log Deck / Yard Processing Crews, support crews, and all other equipment, labor, overhead expenses, are not eligible for compensation under this bid item.

The bid unit is per authorized delay per crew per hour and is intended to provide compensation for authorized Delays for up to 4-hours or while the crew mobilizes to a different property or leaves for the day, whichever represents less cost to the Operation. Tehama County reserves the right to direct the DDHTR Contractor to reallocate the DDHTR Contractor’s resources to other Operation needs rather than incur delay costs.

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Item 12 – Hazard Tree Removal:

This item includes the felling, processing, removal, transport to log processing and storage yard (when necessary), and to final end use facility for Hazard Trees, as described in this RFP and as identified by A&M Contractor Arborists. Hazard trees shall include so-called fire damaged “emergency trees” that Tehama County may order removed before other trees due to immediate public danger, trees located on steep slopes or that may be difficult to access (for any reason), trees that may have been re-assessed for removal on properties that the DDHTR Contractor crews had previously completed hazard tree removal and subsequently mobilized to another property, or other such circumstance. Hazard Trees shall be paid for under one of two (2) bid items. This bid item shall also include any revenue anticipated to be realized by the DDHTR Contractor by the sale of all or any portion of these trees and the tree’s wood material. This bid item does not include the “potentially dangerous trees” identified by the debris removal contractor on debris removal sites.

OTHER PER PROPERTY SERVICES:

Item 13 – Property Owner Assistance:

This item includes over 30-60 minutes of time required for homeowner assistance. Homeowner assistance requiring less than 30 minutes at a site will not be compensated. Property owner assistance is for activities such as sifting through burned structural debris to locate valuables, protecting or relocating minor items prior to site remediation, working around stone driveways, etc. The bid unit is per APN and is intended to provide limited hand labor and the use of minor equipment, but usually no excavator use or trucking. Larger equipment will be on standby during this activity, which should be included in the unit cost. Property Owners Assistance shall be approved by the OSC or designee prior to commencing with such assistance. Such assistance shall be conducted at the sole discretion of the OSC or designee.

This is an individual property cost.

OTHER FINANCIAL PROVISIONS:

The DDHTR Contractor shall comply with the requirements below. Any costs to comply with the requirements must be considered as part of the bid rates; no separate or additional compensation will be paid for meeting these requirements.

The DDHTR Contractor shall not remove any tree that has not been previously identified, documented, and marked by Tehama County’s A&M Contractor. If any such tree is cut down by the DDHTR Contractor or the DDHTR Contractor’s Subcontractors, the DDHTR Contractor shall forfeit ten thousand dollars (\$10,000) per tree. If a Contractor does not fell Trees in accordance with the terms of this contract, Tehama County reserves the right to exercise appropriate remedies (which, at a minimum, may include withholding any payment for Trees associated with the breach of contract). The DDHTR Contractor is further responsible for any and all applicable fines which may apply to unauthorized removal of a tree. Remedies for unauthorized removal of trees will be strictly enforced and repeated or extensive violations may result in termination of this contract.

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ATTACHMENT A - REQUIRED BID PACKAGE CHECKLIST

ATTACHMENT A - Required Bid Package Checklist

Prepare Required Bid Package Checklist to assist in the preparation of your Bid Package Bid Package must be submitted in the sequential order listed below:

Bidder MUST submit on provided forms and/or forms included by reference

- ☐ Attachment 1 – Cost Proposal
- ☐ Attachment 2 – Proposer Certification
- ☐ Attachment 3 – Proposed Subcontractors Lists
- ☐ Attachment 4 – Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (As Amended)
- ☐ Attachment 5 – Required Personnel Questionnaire, Organization, and Resumes
- ☐ Attachment 6 – Business Entity Requirement Questionnaire
- ☐ Attachment 7 – Bidder Reference Form
- ☐ [Darfur Contracting Act](#) (Included by reference)
- ☐ [California Civil Rights Laws Attachment](#) (Included by reference)
- ☐ [Iran Contracting Act Verification Form](#) (Included by reference)

Additional Bid Requirements (Supplied by Bidder)

- ☐ Bidders Bond
- ☐ Notarized Bondability Statement
- ☐ Experience Modification Rate (EMR) documentation
- ☐ IIPP and/or Health and Safety Plan (HSP)
- ☐ Letter(s) of Interest
- ☐ Letter of Intent for Workforce Development

The following are Reference Documents and are not required at time of bid but must be adhered to by the successful Contractor during the contract period:

ATTACHMENT B – Sample Standard Agreement, including Special Provisions ATTACHMENT C:

Reference Supplement 1 – Debris Operational Guidance, California Wildfire Asbestos Survey, 2021 Statewide Fires – Environmental Protection Plan*

Reference Supplement 2 – Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires (February 10, 2019) *

Reference Supplement 3 – 2022 Environmental Protection Plan (EPP)

*Included by reference to: <https://www.calrecycle.ca.gov/disaster/wildfires/contractors/>

Reference Supplement 4 - 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), California Department of Transportation (DOT) Revision 6 (Rev 6) available at the following link: <https://dot.ca.gov/programs/safety-programs/camutcd>

Reference Supplement 5 – 2022 List of Landfills.

Please note that if any of the items are missing from the Proposal Package, the package will be considered incomplete and will be disqualified from the process.

END OF CHECKLIST

ATTACHMENT 1 – COST PROPOSAL SCHEDULE

Cost Proposal Schedule

2024 Park Fire: STRUCTURAL DEBRIS REMOVAL & HAZARD TREE REMOVAL SERVICES

Complete this form and submit the original in accordance with the requirements of this RFP. Separate invoices itemizing all costs are required for all work performed under each Work Order.

*This bid represents and is to include all elements as described under “**Description Cost Proposal Schedule – Bid Items**” in Section 2.

** Prices shall be submitted in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR website (<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>) for General Prevailing Wage Rates as currently determined by the August 2021 DIR prevailing wage published rates. Contractor shall be responsible for any future adjustments to prevailing wage rates, including but not limited to base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

The quantities and multipliers on this Bid Schedule are estimates for bid calculation purposes only. None of these quantities are guaranteed and may change based on site conditions, property owner participation in the Structural Debris and Hazard Tree removal program, or other factors.

ITEM	Description	Est quantity	Unit price		Total
1	Mobilization and Demobilization to/from Operational Area				
1a	Disaster Debris Removal Crews	1		Per Crew	
1b	Tree Removal Crews	1		Per Crew	
2	Per Parcel Ash, Debris, Metals, and Incidental Soil	1		Per Parcel	
4	Soil Removal, Re-Scrape	1		Per Parcel	
5	Vehicles (Burned Hulks) abatement				

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services RFP
ATTACHMENT 1

ITEM	Description	Est quantity	Unit price		Total
5a	Vehicles Adjudicated on Parcel	2		Per Vehicle	
6	Per Property Concrete	1		Per Parcel	
9	Temporary Long Bridges:	0	=1.5X Line 2	Per Bridge	
10	Non-Working Days:				
10a	Debris Removal Crews:	1	=1.5% x Line 2 Unit Price	Per Crew	
10b	Hazard Tree Removal Crews:	1	=1.5% x Line 2 Unit Price	Per Crew	
11	Delays:				
11a	Debris Removal Crews:	1		Per Crew/Hour	
11b	Hazard Tree Removal Crews:	1		Per Crew/Hour	
12	Hazard Tree Removal:				

ITEM	Description	Est quantity	Unit price		Total
12	All Hazard Trees removed	5		Per Tree	
OTHER PER PROPERTY SERVICES:					
13	Property Owner Assistance:	1		Per Hour	
GRAND TOTAL					

Acknowledgment/Authorization

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for Tehama County to award an Agreement. Additional acknowledgment is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in Tehama County documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by Tehama County in the verification of the recitals comprising this Bid and also hereby authorizes Tehama County to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized
Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized
Representative:

Date Signed:

ATTACHMENT 2 – BIDDER CERTIFICATION

TEHAMA COUNTY

FROM: _____
(Name of Firm)

CONTRACTS UNIT

The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment and to perform all work required in the manner and time prescribed herein and in such addenda as may be issued prior to bid opening date and in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR web site (<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>).

IMPORTANT – READ BEFORE SIGNING: Bidder Certification must be executed in the same name style in which the bidder is licensed. Joint venture bidders must meet the requirements described in the solicitation package. If making a bid as a joint venture, each person submitting the bid shall provide the information required in Item 1 with respect to their licensure. The undersigned Bidder certifies and agrees to provide the information and comply with the requirements contained in Items 1 through 9 on the following pages. By signing, Bidder swears under penalty of perjury that the conditions of all Items below are true.

Legal Name of Bidder: _____

Federal I.D. #: _____ CSLB #: _____

DIR #: _____ LTO #: _____

Address: _____
(Street and/or P.O. Box) (City) (State) (Zip)

E-Mail Address: _____

Telephone #: _____ Alternate #: _____

Contact Person: _____ Telephone #: _____

E-Mail Address: _____

Admin. Contact: _____ Telephone #: _____

E-Mail Address: _____

Authorized Representative: _____

SIGN HERE -----> _____ Date: _____

Printed Name of Signer and Title: _____

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services RFP
ATTACHMENT 2

NOTE: The prime *must* have an LTO (whether an individual prime or a JV). If a JV, at least one JV member must also have an LTO (see Item 1, below)

ITEM 1 – BIDDER’S BUSINESS IDENTIFICATION

This Bid is submitted by (check one)

- ☐ Individual ☐ Partnership Business Entity Number: _____
- ☐ Joint Venture ☐ Corporation Place and Date of Incorporation: _____
- ☐ Sole Proprietor

NOTE: If Bidder is a corporation, the State in which incorporated shall be inserted above and the legal name of the corporation shall be set forth on Page 1 of Bidder Certification, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporations; if Bidder is a Partnership, the true name of the firm shall be set for the on Page 1 of Bidder Certification, together with the signature of a partner authorized to sign the contract in behalf of the Partnership; and if Bidder is an individual, that person’s signature shall be placed on Page 1 of Bidder Certification. If the signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with Tehama County prior to opening bids or submitted with the bid; otherwise, the bid will be regarded as irregular and unauthorized. If the bid is submitted by a partnership or joint venture, the members are:

Members	SOS #	CSLB#	LTO (as applicable)	DIR#

Include additional page(s) and attach if more space is needed. _____ # of Add'l Pages Attached

ITEM 2 – ADDENDA

In submitting this bid, Bidder represents that Bidder has examined copies of all the Contract Documents and acknowledges receipt of any Addenda as may have been issued prior to the Public Bid Open date.

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

ITEM 3 – COMPLIANCE WITH GOVERNMENT CODE SECTION 87100

Government Code section 87100 provides: No public official at any level of state or local government will make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know they have a financial interest.

Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict-of-interest laws promulgated under the Political Reform Act.

The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with Tehama County. These disclosures will be made under penalty of perjury.

In addition to the disclosures required above, list current clients subject to any discretionary action by Tehama County, or who may have a financial interest in the policies and programs of Tehama County and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury. The Contractor and its subcontractors (if any) will be required to file statements of economic interests with Tehama County upon award of the Contract. Tehama County will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

CURRENT CLIENTS MEETING ABOVE CRITERIA (Identify as “NA” if no conflict exists)

Client Name	Contract	Address	Phone
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A determination by Tehama County that a conflict of interest exists as a result of the disclosed relationships may be grounds for disqualification.

If no conflicts exist, by signing Bidder Certification, Bidder acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.

ITEM 4 – SUSPENSION AND DEBARMENT

Bidder declares compliance 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Tehama County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

subpart C, in addition to remedies available to Tehama County, the County may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

ITEM 5 – CERTIFICATIONS AND ACKNOWLEDGEMENTS

Bidder acknowledges and certifies to, under penalty of perjury, all the requirements and provisions as set forth in the Sample Standard Agreement, attached hereto.

Bidder swears under penalty of perjury under the laws of California that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1 and is eligible to sign an Agreement with Tehama County.

Bidder certifies under the penalty of perjury under the laws of the State of California that the Contractor will, unless exempted, comply with the nondiscrimination program requirements of Government Code section 12990 and 2 CCR section 8103;

ITEM 6 – NONCOLLUSION AFFIDAVIT

Noncollusion Affidavit
(Title 23 United States Code Section 112 and Public
Contract Code Section 7106)

In accordance with Title 23, United States Code, section 112, and Public Contract Code section 7106 if federally funded, or Public Contract Code section 7106 if state funded, the Proposer declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing the Bidder Certification on the signature portion thereof shall also constitute a signature of the Noncollusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

SIGNATURE:

Signature of Authorized Representative

Printed Name and Title

ATTACHMENT 3 – PROPOSED SUBCONTRACTOR LIST

Listed hereinafter are the name, location, license number, and registration number of all first-tier subcontractors who will perform work or labor or render service in the completion of the Work as described herein in an amount in excess of one-half of one percent (1/2 of 1%) of total bid, and the **kind of work** which each will perform if the contract is awarded to the Bidder. All required licenses and registrations must be current and active at the time of bid.

(Note: In case more than one subcontractor is named for the same kind of work, state the portion that each will perform.)

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐ YES ☐ NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐ YES ☐ NO

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services RFP
Attachment 3

Name/Contact			
Telephone		☐ LTO copy attached (if applicable)	
Email Address			
Work to be Performed		%	
DIR Registration #		Subcontractor is for Hazard Tree Removal Function	☐ YES ☐ NO

Name/Contact			
Telephone		☐ LTO copy attached (if applicable)	
Email Address			
Work to be Performed		%	
DIR Registration #		Subcontractor is for Hazard Tree Removal Function	☐ YES ☐ NO

Name/Contact			
Telephone		☐ LTO copy attached (if applicable)	
Email Address			
Work to be Performed		%	
DIR Registration #		Subcontractor is for Hazard Tree Removal Function	☐ YES ☐ NO

Name/Contact			
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2024 Park Fire: Disaster Debris & Hazard Tree Removal Services RFP
Attachment 3

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐ YES ☐ NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐ YES ☐ NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed				
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐ YES ☐ NO

2024 Park Fire: Disaster Debris & Hazard Tree Removal Services RFP
Attachment 3

Name/Contact			
Telephone		☐ LTO copy attached (if applicable)	
Email Address			
Work to be Performed			
DIR Registration #		Subcontractor is for Hazard Tree Removal Function	☐ YES ☐ NO

Name/Contact			
Telephone		☐ LTO copy attached (if applicable)	
Email Address			
Work to be Performed			
DIR Registration #		Subcontractor is for Hazard Tree Removal Function	☐ YES ☐ NO

COPY OF LTO LICENSE MUST BE ATTACHED AS APPLICABLE FOR EACH HAZARD TREE REMOVAL SUBCONTRACTOR

For more space, copy this page and attach it hereto to be made a part of the Bid Package: # _____ Add'l pages are attached.

ATTACHMENT 4 – BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. SECTION 1352 (AS AMENDED)

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

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying Certification

for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

ATTACHMENT 5 – REQUIRED PERSONNEL, ORGANIZATION, AND RESUMES

Bidder shall complete the information below and **MUST** attach the following documentation in support of Attachment 5:

1. *Organizational Chart indicating listed personnel (below) proposed role(s) are consistent with firm's organization.*
2. *Resume of each of the personnel listed below*
3. *Current HAZWOPER and/or Refresher Certification for Operation Superintendent(s) and Health and Safety Officer(s)*

Bidder must have, at a minimum, the personnel classifications in the below categories. Joint Ventures, as a whole, must collectively meet the required personnel requirement.

**If desired, bidders may list more positions via attachment; however, additional positions must be included and consistent with the organization chart attached hereto. A resume for each additional personnel must be attached. Personnel may not serve in multiple roles.*

Required Personnel	NAME	HAZ Attached	Resume Attached	Listed on Org Chart
Program Manager		NA		
Project Manager		NA		
Finance Chief		NA		
Operation Superintendent 1				
Operation Superintendent 2				
Health and Safety Officer				

_____ *Additional Personnel (with Resumes) have been included via attachment. Personnel are indicated on Organizational Chart.

Bidder shall indicate "yes" or "no" for each of the below required personnel:

PROGRAM MANAGER

Minimum five (5) years' experience managing, supervising, or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

☐ YES ☐ NO

Bachelor's degree (equivalent or higher) from an accredited institution in a discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management, or four (4) years of work experience in one or more of these discipline areas of work.

☐ YES ☐ NO

Attached resume demonstrates Program Manager's requirements.

☐ YES ☐ NO

PROJECT MANAGER

Minimum five (5) years' experience managing or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

☐ YES ☐ NO

Bachelor's Degree (equivalent or higher) from an accredited institution in a discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management, or four (4) years of work experience in one or more of these discipline areas of work.

☐ YES ☐ NO

Attached resume demonstrates Project Manager 1's requirements.

☐ YES ☐ NO

FINANCE CHIEF

Minimum five (5) years' experience providing office administrative support in the following areas: finance, report preparation, staff communication, preparing invoices, and maintaining financial records.

☐ YES ☐ NO

If "NO" immediately above, then four (4) year college degree (equivalent or higher) from an accredited institution in accounting, finance, business, civil engineering, construction management, or related disciplines. If "Yes" immediately above, then check "Not Applicable."

☐ YES ☐ NO ☐ Not Applicable

Attached resume demonstrates Finance Chief's requirements

☐ YES ☐ NO

OPERATION SUPERINTENDENT 1

Minimum five (5) years' experience as a field supervisor responsible for oversight of multiple laborers, operators, crafters, or tree cutters

☐ YES ☐ NO

Associates Degree (equivalent or higher) or equivalent experience year-for-year form in a related discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

☐ YES ☐ NO

Attached resume demonstrates Operation Superintendent 1's requirements

☐ YES ☐ NO

OPERATION SUPERINTENDENT 2

Minimum five (5) years' experience as a field supervisor responsible for oversight of multiple laborers, operators, crafters, or tree cutters.

☐ YES ☐ NO

Associates Degree (equivalent or higher) or equivalent experience year-for-year in a related discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

☐ YES ☐ NO

Attached resume demonstrates Operation Superintendent 2's requirements.

☐ YES ☐ NO

HEALTH AND SAFETY OFFICER

Minimum five (5) years' experience as a safety officer on construction, silviculture, forestry, debris removal, or disaster management operations.

☐ YES ☐ NO

Associate degree (equivalent or higher) in a discipline such as industrial or occupational health, timber harvest, disaster management, or related fields.

☐ YES ☐ NO

Attached resume demonstrates Health and Safety Officer 1's requirements

☐ YES ☐ NO

ATTACHMENT 6 – BUSINESS ENTITY REQUIREMENT QUESTIONNAIRE

The following questionnaire summarizes the Contractor's (or the Joint Venture's) experience providing the types of services required in this RFP and or similar applicable environmental cleanup operations. Check one box after each question as it applies.

Proposer must have, at a minimum, qualified contract experience as described in the following:

1. Is the Prime Contractor, including each Member of a Joint Venture, currently registered with the Department of Industrial Relations (Labor Code sections 1725.5 1771.1)?
☐ YES ☐ NO ☐ NA
2. Is the Joint Venture currently registered with the Department of Industrial Relations (Labor Code sections 1725.5 1771.1)?
☐ YES ☐ NO ☐ NA
3. Are all subcontractors representing any portion of the work in excess of one-half of one percent ($\frac{1}{2}$ of 1%) of the prime contractor's total bid registered with the Department of Industrial Relations?
☐ YES ☐ NO ☐ NA
4. Does the proposal package include (as additional bid submittal item) proof that the Bidder (except a newly formed Joint Venture without EMR history) meets the minimum Proposal OSHA Lost Time Injury / Illness incidents, Cal OSHA reportable injury/illness incidence, and worker's compensation insurance experience modification rate (EMR) of 1.0 or less?
☐ YES ☐ NO ☐ NA
5. If Proposer is a newly formed Joint Venture without EMR history, does the proposal package include (as additional proposal submittal item) proof that all Joint Venture members meet the minimum Cal OSHA Lost Time Injury / Illness incidents, Cal OSHA reportable injury/illness incidence, and worker's compensation insurance experience modification rate (EMR) of 1.0 or less?
☐ YES ☐ NO ☐ NA
6. Within the past five (5) years, has the Proposer, or any of its officers, owners, partners, supervisors, or managers, been a party in any civil litigation or administrative proceeding alleging violation of any of the following: contract antitrust statutes, racketeering statutes, safety and health regulations, environmental laws, laws banning workplace discrimination, laws governing wages, hours or labor standards, or laws involving misrepresentation, fraud, theft, or any other act of dishonesty?
☐ YES ☐ NO ☐ NA

7. Within the past five (5) years, has the Proposer, or any of its officers, owners, partners, supervisors, or managers, been debarred, suspended, disqualified, denied a classification rating or pre-qualification, or otherwise been declared not responsible to or prevented from bidding or performing work on any public works contract or subcontract in the last five years?
- ☐ YES ☐ NO ☐ NA
8. Within the past five (5) years, has the Proposer been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
- ☐ YES ☐ NO ☐ NA
9. Within the past five (5) years, has any surety company made any payments on the Proposer behalf as a result of default to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a Debris Removal or Hazardous Tree Removal project, either public or private?
- ☐ YES ☐ NO ☐ NA
10. Within the past five (5) years, has the California EPA or any Air Quality Management District or the State Water Resources Control Board or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which the Proposer was the contractor?
- ☐ YES ☐ NO ☐ NA
11. If "yes" to any of the questions #6-10, has the bidder provided additional page(s) containing explanations, details, and supporting documents (if applicable)?
- ☐ YES ☐ NO ☐ NA

ATTACHMENT 7 – CUSTOMER REFERENCE FORM

INSTRUCTIONS

1. Proposers are instructed to complete Part 1 of the Customer Reference Form and certify that Proposer Firm has completed the work experience described.

The customer reference email address must match and indicate the organizational entity's name. (e.g., If the organizational entity is the California Department of Motor Vehicles, the reference email must include @dmv.ca.gov, not @gmail.com).

In the event the individual used for the customer reference has left the employment of the organizational entity at the time of validation, a person in a position to verify the entity's employees may verify the individual's past employment with that entity.
2. Customer Reference shall complete Part 2 of the Customer Reference Form.
3. Bidder must provide a minimum of three (3) qualifying experiences and references as described in the Instructions to Proposers.

VALIDATION

1. Tehama County will validate customer references by any means necessary or appropriate, including email, voice, or electronic conferences. Bidders are responsible for maintaining contact with their referencing customers to ensure their prompt responses to Tehama County's validation inquiries.
2. If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, Tehama County reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled. It is to the Bidder's benefit to inform its references that they may be contacted by Tehama County regarding this RFP during the anticipated review period and their quick response would be helpful to the Bidder's cause

CUSTOMER REFERENCE FORM

PROPOSER'S COMPANY
NAME: _____

PART 1

Proposer to complete PART 1

CUSTOMER REFERENCE NUMBER: ☐Reference 1 ☐Reference 2 ☐Reference 3

Customer Reference Company Name:	
Location:	
Contact Person:	
Contract Amount:	\$
Date of Completion:	
Owner Contact (Reference)	Telephone:
	Email:
Secondary Reference (optional)	Telephone:
	Email:

1. What type of project (or similar) was performed by Proposer?

- ☐ Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up as a Prime Contractor.
- ☐ Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up as a Subcontractor.
- ☐ Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as a Prime Contractor.
- ☐ Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as Subcontractor.

2. How did the work performed meet the category indicated above? Please describe:

3. Start Date: _____

Length of Services: ☐1-2 months ☐ 3-4 months ☐ 5-6 months ☐ More than 6 months

PART 2

Customers provide Part 2.

Customers provide their references via responses to the below questions. Tehama County will contact references to verify information provided in Part 1 and Part 2.

1. Was the Proposer Company (named above) the Prime Contractor (named on Contract) or a Subcontractor (named in the Contract) that provided these services?
☐ Prime Contractor ☐ Subcontractor ☐ Member of a Prime Contractor JV
2. Was the Proposer's team/personnel able to lead, coordinate, and perform structural debris and/or hazard tree removal operations with consistent maintenance and production of accurate financials, documentation, and reports?
Check one box: ☐ Yes ☐ No
3. Did Proposer's initial mobilization actions meet the needs of the project?
Check one box: ☐ Yes ☐ No
4. Was Proposer's quality of work and willingness to ensure the successful completion of the project satisfactory?
Check one box: ☐ Yes ☐ No
5. Was Proposer's ability to cooperate and communicate during to term of the project satisfactory?
Check one box: ☐ Yes ☐ No
6. Was Proposer's flexibility to address and successfully meet new and/or unexpected issues or expanded operational demands satisfactory?
Check one box: ☐ Yes ☐ No
7. Were you satisfied with Proposer's overall performance?
Check one box: ☐ Yes ☐ No
8. Additional comments to add to support the above:

ATTACHMENT B – Sample Standard Agreement including Special Provisions

AGREEMENT FOR PARK FIRE DISASTER DEBRIS AND HAZARD TREE REMOVAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Tehama, a political subdivision of the State of California, ("County"), and _____ [INSERT NAME OF COMPANY] ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or September 1, 2026, whichever is earlier.

2. SERVICES

Contractor shall perform disaster debris and hazard tree removal services on parcels affected by the 2024 Park Fire as described in Exhibit A, "Scope of Work," and Exhibit A.1, "Special Provisions", which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$100,000 as set forth in Exhibit B, "Budget Details and Payment Provisions," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form

CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may

be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. OLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the

payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

COUNTY:
Tom Provine, Tehama County Administrative Office

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon [INSERT TIMEFRAME] calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tehama, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

29. WARRANTY

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

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

31. ORDER OF PRECEDENCE

In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: Agreement (this document); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit A.1 – Special Provisions; Exhibit C – Required Clauses for FEMA Public Assistance Program Contracts; All Reference Documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF TEHAMA

CONTRACTOR

[INSERT NAME/TITLE] Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

EXHIBIT A

SCOPE OF WORK

DDHTR CONTRACTOR NAME (hereinafter referred to as “Contractor”, “Disaster Debris and Hazard Tree Removal Contractor”, or “DDHTR Contractor”) shall provide Disaster Debris and Hazard Tree Removal Services to Tehama County (hereinafter referred to as the “County”) as described herein.

The Operation Coordinators during the term of this Agreement will be:

Tehama County Contract Manager

TBD

Name:

Name:

Phone:

Phone:

Email: @Tehamacounty.org

Email:

Direct all Agreement inquiries to:

Tehama County Contract Analyst

TBD

Contracts Unit

Attention:

Attention:

Address:

Address:

Phone:

Phone:

Email:

Email:

BACKGROUND

The Park Fire in Tehama County destroyed a significant quantity of structures and damaged many trees, which now pose a hazard. The County of Tehama will manage the coordinated removal of structural debris and hazard trees from the APN #081-003-008

The estimated number of residential properties destroyed in the Park Fire still to be cleaned is 1, and the estimated eligible hazard trees is around 5-8. The estimates above are only preliminary estimates; actual quantities are not guaranteed and may vary from the estimates substantially, either higher or lower, after the Contract is awarded.

Participation in the county clean-up program is generally voluntary for property owners whose properties are located within the delineated disaster area and who have qualifying debris. They are obliged to remove the structural debris and certain hazard trees on their properties but are not required to join the County program.

Property owners can choose to contract privately and separately for structural debris and hazard tree removal or remove their structural debris and hazard trees themselves, pursuant to Tehama County protocol.

Tehama County is responsible for soliciting, obtaining, and processing Right of Entry Permits (ROEs) from each property owner who wants to participate in either or both the County's

Structural Debris Removal and the Hazard Tree Removal functions. Tehama County may also abate properties that do not comply with debris removal requirements. Abated properties may be cleaned through the County Program under this agreement. Public entities, such as municipal governments, school districts, and state agencies, may also enroll parcels in the clean-up Program.

The County of Tehama does not control the ultimate number of property owners who enroll in the clean-up Program. As a result, none of the estimated Structural Debris or Hazard Tree quantities or overall contract dollar amounts are guaranteed by Tehama County. The scheduled duration of the work is also not guaranteed by Tehama County. The quantity of Structural Debris and/or Hazard Trees removed as part of these Operations and applicable to this RFP may change, based on the discretion of Tehama County, site conditions unforeseeable to the County at the time of this RFP solicitation, property owner participation in the County Program, and other unanticipated factors. Potential bidders are advised to submit bid schedules accordingly, as no rate changes will be allowed for quantity variations.

The response to and recovery from these fires will be managed according to the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). All work under this agreement will be achieved in accordance with the Incident Command System (ICS). The County of Tehama will stand up an Incident Management Team (IMT), which will oversee and direct all aspects of the work in support of the Contract Manager, as described more fully herein. The Contractor should be familiar with all relevant components of the ICS, including Incident Action Plans (IAPs), Incident Action Planning Process, and ICS organizational charts. An Incident Action Plan is a written plan that sets forth the incident objectives and reflects the tactics necessary to manage an incident during an operational period. The Contractor will be expected to actively participate in the ICS process, including at Tactics and Planning Meetings and through the development of IAPs.

The sample titles of the Incident Management Team Member positions are listed below. They are used throughout this Agreement for bid, evaluation, and identification purposes and may vary based on the specifics of this incident.

Using different titles, as Tehama County dictates, shall not affect the required qualifications or rates of the various Contractor staff.

Single Incident Title	
Incident Commander	

Single Incident Title	
Deputy Incident Commander	
Operations Section Chief	
Deputy Operations Section Chief	
Branch Director	
Division Supervisor	
Task Force Leader	
Task Force	
Environmental Group Supervisor	
Planning Section Chief	
Deputy Planning Section Chief	
Finance Section Chief	
Deputy Finance Section Chief	
Logistics Section Chief	
Deputy Logistics Section Chief	

DDHTR Contractor shall work in close proximity to numerous other parties, such as utility companies, local and State government agencies, other County contractors, and private party structural debris removal and/or hazard tree removal contractors. The DDHTR Contractor shall coordinate with these other parties, in conjunction with the IMT, to minimize impacts or delays, including but not limited to full or partial availability of operationally key roadways (public and private), availability of water and other necessary utilities, and direct access to County program properties and their debris and hazard trees.

ORDER OF OPERATIONS

The Disaster Debris and Hazard Tree Removal Services shall follow a sequenced, systematic approach to removing debris and hazard trees from each property, as described in more detail in Section 6 and the Special Provisions (Exhibit A.1), with the major responsibilities of the DDHTR Contractor, noted below. DDHTR Contractor shall work simultaneously with a separate contractor hired by Tehama County to perform Disaster Debris Removal and Hazard Tree Removal Assessment and Monitoring Services, referred to below as “Tehama County’s A&M Contractor” or “A&M Contractor.” The following describes the overall sequence of operations to provide structure and context for the DDHTR Contractor tasks and responsibilities described in Section 7.

Prior to Work

Prepare Site-Specific Health and Safety Plans

Prepare Hauling and Reuse/Disposal Plans and Hazard Tree Removal Work Plans to be approved by the IMT

Review the Environmental Protection Plan, file appropriate environmental permits and timber harvest documents, and develop Environmental Work Plans

Identify, prepare required documentation for, and secure applicable permits for temporary facilities and end-use facilities, to be approved by the County

Train project personnel Debris Removal

Remove asbestos-containing material as directed by the A&M Contractor, including knocking down chimneys and fire-damaged walls

Conduct Debris Removal Pre-Work Inspection ("360 Site Walk") with the A&M Contractor on all properties prior to any work commencing

Fell and remove "danger trees" that are preventing debris removal operations

Remove pre-existing erosion control Best Management Practices (BMPs)

Recycle burned vehicles adjudicated by law enforcement prior to crew arrival, transport vehicles offsite for adjudication by law enforcement (if applicable), or stage vehicles on plastic, outside the burn footprint, for future adjudication by law enforcement (if applicable), to be subsequently removed and recycled, as directed by the IMT

Remove and recycle metals, dispose of ash and debris, recycle concrete, dispose of 3-6" of contaminated soil from debris footprints

Finish grading/smoothing surface

Remedy any nonconforming work identified by the A&M Contractor during the Debris Removal Interim Site Walk

Rescrape additional soil from the property if necessary to meet clean-up goals

Implement erosion control

Remedy any nonconforming work identified by the Operations Section Chief (OSC) or designee during the Debris Removal Final Site Walk, which may occur subsequent to hazard tree removal

Hazard Tree Removal

Inspect hazard trees marked by the A&M Contractor and determine felling methods

Conduct Hazard Tree Removal Pre-Work Inspection ("360 Site Walk") with the A&M Contractor on all properties prior to any work commencing

Mark and photograph pre-existing downed timber and relocate on-site as necessary

Fell, process, and remove hazard trees

Apply erosion control

Remedy any nonconforming work identified by the A&M Contractor during the Hazard Tree Removal Interim Site Walk (prior to crew mobilizing to next site)

Remedy any nonconforming work identified by the OSC or designee during the Hazard Tree Removal Final Site Walk

DDHTR CONTRACTOR TASKS AND RESPONSIBILITIES

The IMT will manage the Operation in the field and operate under the ICS. Through Work Orders and Incident Action Plans, Tehama County will direct the DDHTR Contractor when and where these services are necessary. No work shall occur without a written and executed Work Order or Incident Action Plan.

The IMT will generally provide specific work assignments to the DDHTR Contractor through Incident Action Plans (IAP). The IMT will identify incident objectives for the next operational period through the incident action planning process. DDHTR Contractor may provide input and recommendations on incident objectives prior to execution of the IAP. DDHTR Contractor is responsible for completing all work specified in the IAP within the timeframe identified in the IAP. The DDHTR Contractor shall complete all work assignments on parcels and/or segments of the public right of way identified in executed IAPs or executed Work Orders to the satisfaction of the County. At its sole and exclusive discretion, Tehama County shall determine and establish the scope of work necessary to properly remediate each parcel, as monitored by the A&M Contractor

and informed by confirmation soil sampling.

DDHTR Contractor shall complete the following tasks:

PRIOR TO BEGINNING WORK

Site-Specific Health and Safety Plan

DDHTR Contractor shall, at all times, operate equipment and perform labor safely and professionally to ensure the safety of its employees and the public. DDHTR Contractor shall pay particular attention to operations around local roads and take all necessary precautions. DDHTR Contractor shall note the number of power lines crossing the site, dead trees, chimneys, and all underground utilities.

The DDHTR Contractor shall prepare a site-specific health and safety plan (H&SP), prepared and signed by a Certified Industrial Hygienist (CIH) or other certified health and safety professional (CSP). This H&SP shall be prepared and implemented for the DDHTR Contractors and subcontractors' field staff in coordination with County Health and Safety professional(s). The H&SP shall address the hazards described in the Scope of Work and the Special Provisions. The CIH/CSP will also review and approve a personal protective air monitoring plan, ensure its proper implementation, and review and approve a final report summarizing the air personal protective monitoring data, assessment, and results for the protection of the DDHTR Contractor's debris removal crews. DDHTR Contractor shall designate eating areas and supply hand and eye washing stations and mobile sanitary facilities for each project site.

The Site-Specific Health and Safety Plan shall also consider and address the COVID-19 (COVID) pandemic and how the DDHTR Contractors' crews will protect themselves and the community from contracting and spreading the virus. This includes activities both during operational workdays and after hours. This plan shall also consider and address the local and State public health agencies' COVID-19 protocols at the time of operation. At a minimum, Contractor's Health and Safety Plan shall include:

Contractor shall monitor www.covid19.ca.gov daily for updates and resources related to COVID.

Contractor shall ensure all updated CDC and relevant County guidance are implemented as appropriate.

Contractor shall comply with all Cal/OSHA requirements specific to worker safety.

The DDHTR Contractor shall at all times be responsible for the protection of its employees, subcontractors, and members of the public impacted by the operation. A review of the DDHTR Contractor's H&SP by County staff shall in no way relieve the DDHTR Contractor of responsibility for compliance with all Federal, State, and local laws pertaining to health and safety.

The DDHTR Contractor's Project Manager and the assigned Safety Manager (can be the same person) shall be within the operational area whenever work is being performed unless otherwise authorized by the County.

Given that ash may contain elevated levels of heavy metals and/or asbestos, the DDHTR Contractor shall set up an exclusion zone(s), including a "Hot" zone and "warm" zone, as much is feasible, around each debris removal site before removal and leave in place until the OSC signs off the site as clean. All personnel entering and leaving the exclusion zone shall be required to wear level "C" protective attire.

Those working outside but near the exclusion zone may be allowed to wear level "D" with N95 masks and coveralls depending on the work zone and hazard level, as described in the

DDHTR Contractor's health and safety plan.

Prior to site entry, the DDHTR Contractor shall ensure that:

Adequate work planning, health and safety evaluation of the proposed work scope, safety planning (including an H&SP signed by an appropriate safety professional and reviewed by Tehama County safety professionals), and operating procedures review has been completed. All personnel have been properly trained and briefed on hazards and procedures for the site to be entered.

Equipment and materials are on-hand to complete the work safely and efficiently. Proper site access authorization has been obtained.

Proposed operation employees have read and signed the H&SP.

The site has been wetted down between 24 hours and 48 hours prior to structural debris removal activities.

All site personnel and superintendents shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) in accordance with 29 C.F.R. section 1910.120 and 8 CCR section 5192.

The site superintendents shall have appropriate experience to perform the tasks outlined above adequately.

The H&SP shall direct the preparation of personal air monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury in the operator's breathing zone.

Environmental Protection Plan

The County will prepare an Environmental Protection Plan (EPP), developed to ensure that the structural debris removal and hazard tree removal functions are compliant with applicable local, State, and Federal laws, International Treaties, regulations, Executive Orders, statutes, permits, and policies not waived per the Proclamation, as agreed upon by the Secretaries of the California Environmental Protection Agency (CalEPA) and California Natural Resources Agency (CNRA) including, but not limited to, the California Environmental Quality Act, AB-52 Tribal Consultation, California Forest Practice Rules, the Federal National Environmental Policy Act (NEPA), Endangered Species Act Section 7, and National Historic Preservation Act Section 106 requirements. The EPP presents Best Management Practices (BMPs) and Avoidance and Minimization Measures (AMMs), respectively, for compliance with applicable state and federal environmental laws and regulations to expedite disaster recovery. An example EPP, addressing both structural debris removal and hazard tree removal functions, similar to the EPP anticipated for these operations, is included as part of this solicitation, Attachment C (for reference only). DDHTR Contractor shall implement the BMPs and AMMs described in the EPP throughout the Operation. The EPP will be included as an attachment to the RFP.

DDHTR Contractor Technical Specialists Environmental Compliance

Liaison

The DDHTR Contractor will assign an Environmental Compliance Liaison (ECL) who is responsible for ensuring that the DDHTR Contractor meets all of the environmental permit requirements and all EPP BMPs and AMMs are properly implemented across the Operation, including at all of the DDHTR Contractor's temporary facilities (including but not limited to: laydown yards, log processing and storage yards, materials processing, and transfer facilities, vehicle adjudication facilities, California Department of Transportation (DOT) inspection yards, and other temporary facilities as required for the Operation). The ECL shall also oversee the implementation of BMPs and AMMs for watercourse crossings and road improvement work.

The ECL is responsible for preparing and overseeing the appropriate implementation of the respective State and Federal BMPs and AMMs as specified in the EPP and as specified in other permits obtained by the DDHTR Contractor from local agencies for temporary facilities. The ECL shall also coordinate and implement necessary compliance actions throughout the life of the permit, as directed by the regulatory agency. The ECL is also responsible for terminating permits with the permitting agency and notifying the IMT when each permit is terminated.

Stormwater Specialist

The DDHTR contractor will also assign a Stormwater Specialist who is a Qualified Stormwater Pollution Prevention Plan Practitioner (QSP) and who is familiar with rural and urban applications of erosion and sediment control. The Stormwater Specialist will oversee applicable work on roads, debris sites, and support facilities. They will manage NPDES compliance and will manage the response to accidental spills. The Stormwater Specialist will also coordinate the documentation of removal, maintenance, and deployment of intermediate and final erosion/sediment control and shall record such measures in a County designated or approved database in coordination with the A&M Contractor.

A&M Contractor Technical Specialists

The A&M Contractor will provide resource monitors, including Registered Professional Foresters, biologists, and archaeologists, to assist in the oversight and implementation of the EPP and Timber Harvest Plan Exemptions during the Operation(s) for the purpose of protecting the environmental and cultural resources present. Local tribal nations may provide tribal monitors to assess for native artifacts that DDHTR Contractors' ground-disturbing activities may unearth. The DDHTR Contractor must follow the guidance of the resource monitors, as directed by Tehama County to protect natural and cultural resources.

Environmental Work Plans

The DDHTR Contractor shall prepare Environmental Work Plans (EWPs) for specific projects or components of projects detailing the planned means and methods and how those means and methods will comply with applicable BMPs and AMMs, as may be identified by the A&M Contractor or the IMT. Requirements for EWPs include, but are not limited to:

Site location, by APN and street address, and site access and areas of environmental sensitivity (e.g., water courses, topography, special status species, and potential cultural resources).
Narrative description of work to be performed, including types of equipment and specific methods to be employed, and estimated start date (if known).

Maps and sketches showing the work site and planned operations with sufficient detail to identify access to the enrolled parcel, the parcel's boundaries, and watercourse crossings necessary to reach work sites. GIS mapping products may also be required.

Description of how, when, and where BMPs and AMMs will be implemented. Contingency plans in the event a planned BMP or AMM is not able to be successfully implemented, a new resource is identified, or other unforeseen circumstance arises.

DDHTR Contractor shall prepare and submit EWPs within seven (7) calendar days of notice by the A&M Contractor or IMT that such a plan is required. DDHTR Contractor may coordinate with the A&M Contractor but bears ultimate responsibility for preparing and implementing the plan. DDHTR will promptly respond to any feedback on the plan provided by the A&M Contractor or IMT and issue revised versions within the timeline prescribed by the IMT, which is not expected to exceed seven (7) calendar days.

Forest Practice Rules Requirements Timber Harvest

Documents

DDHTR Contractor, as the Licensed Timber Operator (LTO), shall be responsible for reviewing, signing, and implementing Timber Harvest Plan Exemptions, drafted by the A&M Contractor's RPF. Removing hazard trees from public ROWs and adjacent to private roads (if applicable) within these areas will require DDHTR Contractor to submit and sign a Timber Harvest Plan Exemption to CAL FIRE for each exemption area identified within the Forest Practice Rules.

DDHTR Contractor's Liaison to the Registered Professional Forester

Forest Practice Rules do not require the use of an RPF for the submittal or operations of the above identified Exemption Notices; however, there are specific Forest Practice Rule regulations (per 14 CCR sections 1038(b) and 1038.1, and 14 CCR section 1104.1) which prevent the use of the Exemption Notice in certain environmental situations. Since this Operation is being coordinated with other regulatory agencies, DDHTR Contractor shall provide an RPF who shall be responsible for preparing and submitting the Notices of Exemption. Disputes between DDHTR RPF and A&M Contractor's Lead RPF shall be resolved in favor of the A&M Contractor's Lead RPF.

The DDHTR Contractor's RPF shall oversee, monitor, and manage the hazard tree removal operations and related activities, and assure the Operation follows the Forest Practice Rules and the Public Agency, Public and Private Utility ROW Exemption documents. The DDHTR Contractor's RPF is expected to sign and file on behalf of the Department, the Public Agency, Public and Private Utility ROW Exemptions for public agency removal of timber per 14 CCR section 1104.1 relating to conversion exemptions of the Forest Practice Rules. Upon execution and submittal of valid Public Agency, Public, and Private Utility ROW Exemptions to the appropriate Cal Fire RPF, DDHTR Contractor RPF's or Environmental Compliance Liaison shall provide written notification to the appropriate California Regional Water Quality Control Board (RWQCB) and the IMT.

Hauling and Reuse/Disposal Plans

The DDHTR Contractor shall prepare and submit a Hauling and Reuse/Disposal Plan (HRDP) as specified in the Operational Milestones. The IMT must approve the plan prior to starting structural debris removal operations in the specified area. The HDRP must account for the expected crew mobilizations described in later milestones. The DDHTR Contractor shall consider and, if directed to do by the IMT, adjust its plan based on Traffic Management Plans or Assessments prepared by third parties such as the California Department of Transportation (Caltrans) or the A&M Contractor. This may include prohibiting or restricting hauling operations on certain roads or highways. The IMT, at its exclusive discretion, may direct the DDHTR Contractor to adjust hauling plans during the Operation if an unforeseen traffic or safety concern arises. No compensation shall be provided as a result of such changes. Each plan shall address the following:

Proposed primary and alternate end-use locations for all waste streams (except timber). Proposed locations and site plans for any Temporary Debris Management Sites or other temporary facilities (including facilities for segregated materials, such as ash and debris, concrete, and metal recycling).

Haul routes from the disaster area to the temporary facilities and end-use locations are presented as map graphics and GIS datasets. Haul routes must be identified with sufficient detail to permit the A&M Contractor to perform pre-work assessments.

Listing of planned trucking resources to support the Hauling and Reuse/Disposal Plan.

Risk management plan for road closures, traffic impacts, or other events that could impact hauling and disposal operations outlined in the plan, including how the risks will be mitigated, such as alternate haul routes.

Hazard Tree Removal Work Plans

DDHTR Contractor shall submit a Hazard Tree Removal Work Plan (HTRWP) to the IMT describing its proposed approach for hazard tree removal operations in specific areas of the County as directed by the IMT. The IMT may direct that a single HTRWP be submitted for the entire Operation or that individual HTRWPs be submitted for specific geographic areas.

The HTRWP shall include the following:

Description of proposed means and methods, including types of equipment to be used
Listing of all proposed crews, including the specific number of personnel and pieces of equipment to be assigned to each crew

Listing of any proposed TLSPS, and site plans for any proposed sites as described in the Special Provisions

Listing of proposed end-use facilities

Description of current engagement with CAL FIRE regarding Forest Practice Rules compliance

Water Source

DDHTR Contractor shall obtain any necessary water use permits, comply with permit conditions, and monitor water usage from hydrants using a meter or other required and approved method of tracking water usage. DDHTR Contractor shall pay connection fees, water meter fees, and use fees charged by water purveyors.

Underground Utilities

DDHTR Contractor shall notify Underground Services Alert (USA) at least 48 hours prior to conducting any ground-disturbing activities, such as debris removal. DDHTR Contractor shall also check for underground utilities by using an independent private utility locator service for private ROWs, if necessary.

Secure Lodging

Bidders may consider lodging options, including, but not limited to, commuting, establishing a housing base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall bear the cost of such lodging choice. Any temporary facility established by the Contractor must be approved in advance by the IMT and comply with all documentation, permitting, and environmental review requirements in this agreement and Exhibit A.1. Further, Contractor shall maintain records of all costs incurred for operating any such temporary housing facility (such as invoices, purchase orders, and receipts), and provide these records to Tehama County upon request. This documentation must sufficiently allow for the cost of operating a temporary housing facility to be segregated from other operational costs and shall include a summary spreadsheet clearly showing these costs.

Identify material disposal and recycling options

DDHTR Contractor shall identify all material disposal and recycling facilities used during debris and hazard tree removal, subject to approval by Tehama County. Ash, debris, and contaminated soil shall be disposed of at Class III lined landfills approved by the Regional Water Quality Control Board and CalRecycle, in its regulatory capacity. Contractor shall be responsible for coordination with all landfills, including fulfillment of waste characterization requirements.

Metals and concrete shall be taken to recycling facilities unless otherwise directed by the County.

Identify and establish temporary facilities

DDHTR Contractor shall identify and establish temporary facilities. A temporary facility is any facility established by the DDHTR Contractor (or any subcontractor of the DDHTR Contractor) during the course of this agreement for the purpose of supporting work conducted under this agreement. Temporary facilities include, but are not limited to, equipment staging areas, material staging areas, Central Vehicle Adjudication Facilities, material staging/processing sites, Temporary Debris Management Sites, Temporary Log Storage, and Processing Sites, and basecamps. Before use, all temporary facilities must go through the Cal OES Environmental and Historic Preservation (EHP) review processes and/or local environmental permit review. Where applicable, DDHTR Contractor shall consult with Cal OES EHP to determine if the proposed action is considered a temporary facility subject to the requirements below or should be addressed through an Environmental Work Plan. When requesting a new temporary facility, the DDHTR Contractor shall provide:

Site-Specific Plan, which includes:

Address/Location

Aerial map with topographical features that illustrates property boundaries and land uses A description of the site

A description of all uses and impacts, including if heavy equipment will be stored there, utility tie-ins, etc.

A description of necessary Best Management Practices to be deployed.

Coverage under the appropriate National Pollutant Discharge Elimination System Permit - Industrial General Permit or Construction General Permit (as appropriate) from the Regional Water Board, and develop a Storm Water Pollution Prevention Plan (SWPPP)

Caltrans Encroachment Permit if ingress/egress will be made from a State Highway County or Municipal

Encroachment Permit if ingress/egress will be made from a county or municipal roadway

County permits secured (Zoning, Conditional Use, Administrative Use, Grading, etc.) and confirmed with County

Other County requirements, as applicable by ordinance (air quality control plan, dust control plan, etc.)

If applicable, due to work in a wetland, or watercourse, any Section 404 and 401 of the Clean Water Act permit, Fish and Game Code Section 1600 Lake and Streambed Alteration Agreement (if not suspended), as well as

provide evidence of compliance with Executive Order 11990 Protection of Wetlands, and Executive Order 11988 - Floodplain Management requires Federal activities to avoid impacts to floodplains N/A

Documentation that the site is not on the Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) "Cortese list."

Additionally, the DDHTR Contractor shall assist the A&M Contractor in performing and documenting in the IMT-designated database the following:

Site assessment by a qualified biologist for Federal Endangered Species Act and California Endangered Species Act

Provide CNDDDB and ECOS Critical Habitat review

Provide documentation of a field visit with photographs and notes Proof of any

consultation with the CA Department of Fish and Wildlife

Proof of any applicable permits (for example, Regional General Permits for Clean Water Act Sections 401 and 404, California Department of Fish and Wildlife Lake and Streambed Alteration Agreements)

Documentation of an archaeological site assessment by a Qualified Secretary of Interior Archaeologist. If necessary, applicable tribal nations shall also review the proposed temporary facilities.

Additional requirements for Temporary Facilities are provided in Exhibit A.1 Special Provisions. DDHTR

Contractor is responsible for implementing requirements for Temporary Facilities as listed in both this Exhibit and the Special Provisions.

Establish Central Vehicle Adjudication Facilities (CVAFs)

While Tehama County does not anticipate the need for a CVAF, if requested by the IMT, the DDHTR Contractor shall provide the County with one or more locations where the state or local government can safely verify VINs for each vehicle as described in the Special Provisions (Section 4.10). These facilities shall be referred to as "Central Vehicle Adjudication Facilities." Vehicles removed from the public right of way, or as otherwise directed by law enforcement, shall be stored separately from private property vehicles, shall be retained on-site for a period of time (as established by the IMT, but generally, fifteen days), and may be recovered by the property owner from the CVAF if permitted by law enforcement. If necessary, the DDHTR

Contractor shall assist property owners in recovering vehicles, such as by loading them onto trailers.

Each CVAF needs to be sized to accommodate vehicle storage to support the following: Vehicle delivery rate,
Vehicle abatement rate,
Vehicle removal rate for recycling.

For this solicitation, it is assumed that the DDHTR Contractor shall provide a vehicle capacity of up to 200 vehicles to be temporarily stored on-site.

Inspect Trucks

DDHTR Contractor shall have all operational trucks (including low beds, tree removal trucks, chip trucks, water tenders, tow trucks, street sweepers, and other commercially licensed vehicles used on the project) inspected by A&M Contractor's DOT truck inspectors prior to use on the Operation. After each 30-day period, 10% of the commercial trucks (as selected by Tehama County or it's A&M Contractor) will be re-inspected per DOT Level 1 requirements.

DDHTR Contractor shall provide a safe location for all DDHTR Contractor's trucks and road equipment to be DOT inspected by A&M Contractor's DOT Inspectors. DDHTR Contractor shall also provide basic facilities, such as portable restrooms, for the DOT Inspector's use.

Mobilization

DDHTR Contractor shall mobilize each Debris Removal Crew or Hazard Tree Removal Crew to the project site, including all personnel, equipment, supplies, portable restrooms, hand sanitation stations, maintenance crews, water tenders/buffalos, haul trucks, overhead/management personnel, and support crews for the duration of the project, as outlined in Section 11 "Operational Milestones, Mobilization Requirements, and Metrics," or as otherwise directed by the IMT.

Training

Health and Safety

The DDHTR Contractor's health and safety officer and supporting team shall provide health and safety training for all incoming debris removal and hazard tree removal crews prior to their being deployed into the field. The training will be reviewed prior to its presentation to the crews by the IMT's Health and Safety (H&S) Officer. The IMT's H&S Officer shall be present for these kickoff safety trainings.

Debris Removal Crews

Prior to commencing debris removal, each debris removal crew will be trained by the DDHTR on the order and required methods of debris removal described in this Scope of Work and the Special Provisions. The training shall be pre-approved by the OSC or designee. The OSC may elect to personally deliver or participate in the training or identify a designee. Of key importance is when and how the initial soil scrape is conducted. Crews that do not follow the order and methods described in the training, without cause, will be removed from the Operation at the direction of Tehama County.

Functions:

Structural Debris Removal Overview

DDHTR Contractor shall safely remove and recycle or dispose of burned structural debris (including asbestos), burn ash, recyclable metals, vehicles, concrete, and contaminated soil, as well as provide related support services, such as dust control, traffic control, installation of erosion control, and the removal of trees hazardous to the structural debris removal crews specifically. The structural debris removed from properties shall be segregated on each property, loaded into trucks containing only one material type, and transported to designated end-use/disposal facilities. Ash and debris will be disposed of at IMT-approved landfills capable of and permitted for disposing of such wastes. DDHTR Contractor shall select the disposal facility, subject to approval by the IMT, and be responsible for the disposal of all ash and debris in compliance with all applicable laws. If the DDHTR Contractor proposes to use a landfill outside of California, it must provide evidence that the disposal of fire debris at the requested facility is allowable under the receiving state's laws. The IMT will not negotiate with out-of-state landfills on the DDHTR Contractor's behalf. All other reusable or recyclable materials will be taken to recycling facilities determined by DDHTR Contractor, subject to approval by the IMT. Each material type shall be tracked separately (material quantities and costs by the A&M Contractor) to meet the overall objectives of this Operation and to track costs incurred to clean up each property.

The types and quantities of structural debris removed and disposed of vary depending on the actual property size, use, and site characteristics. These quantities are not guaranteed, and variance from these quantities, whether on an individual parcel or in aggregate, shall not be considered grounds for a change order or additional compensation.

Exhibit A.1, Special Provisions, details some of the means and methods that the DDHTR Contractor is expected to carry out. The overall structural debris removal function, including the management and tracking of materials removed and recycled or disposed of from each property, is listed below.

Specific Tasks Utility Location

Check for underground utilities by alerting Underground Service Alert (USA) for public right of way

If necessary, check for underground utilities by using an independent private utility locator service for private right-of-way.

Asbestos Abatement

Knock down chimneys and/or partial walls, as directed by the OSC or designee, to allow safe access to the debris footprint for CAC/CSST to assess for asbestos-containing material (ACM) in the debris.

Remove gross asbestos-containing materials for those properties where asbestos is found or suspected, as identified by the A&M Contractor's CAC/CSST.

If necessary, prepare Asbestos Abatement Work Plans for review and approval by the IMT and/or regulatory agencies. Coordinate with regulatory agencies as

needed, make all required notifications, and file all necessary permit documentation for demolition and asbestos abatement.

DDHTR Contractor shall complete asbestos abatement operations on each parcel that asbestos abatement is required on within seven (7) working days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. The IMT may provide exceptions to this requirement during project startup if a significant quantity of parcels are ready for asbestos abatement at the time of NTP. However, in such an event, DDHTR Contractor shall address the backlog and become compliant with the seven (7) day metric within three (3) weeks of NTP. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

Structural Debris Removal

Prior to any structural debris removal activities, DDHTR Contractor shall conduct a 360 degree Site Walk with the A&M Contractor's TFL and DS to review any comments or special requests from the property owner on the ROE and verify the extent of the property with a review of the Site Assessment Report, point out locations of items to protect or stay away from (septic tanks, leach fields, water wells, mines, drop-offs, large propane tanks, etc...). The property owner may also participate in the Site Walk. Unless otherwise directed by the IMT, the DDHTR Contractor shall comply with all requests made by the property owner on the ROE to the extent these requests are intelligible. If the DDHTR Contractor has a question or concern about a request on the ROE, it must notify the A&M Contractor's TFL and request guidance on how to proceed. Determine how and where to load the trucks. Determine the limits of an exclusion zone. Stake and tape off exclusion zones and maintain until all areas within the exclusion zone have met the clean-up goals.

Fell danger trees that are an imminent threat to the County Debris Removal Operation. For the purposes of the Structural Debris Removal Function, a "danger tree" (also referred to as a "potentially dangerous tree") is defined as a tree that poses a risk to or prohibits access for the A&M Contractor, the Structural Debris Removal contractor or their sub-contractors.. The felling of these trees is included in Bid Item #2 and not separately compensable under the Hazard Tree Removal Bid Items.

Collect, consolidate, and remove erosion control BMPs (wattles, etc.) placed post-disaster, remove ash and debris sediment collected by them, and dispose of with ash and debris.

Remove burned vehicles for recycling or disposal. Vehicles may have been previously adjudicated, in which case they may be crushed on-site and transported for recycling. Alternatively, vehicles may need to be transported to a Central Vehicle Adjudication Facility for adjudication prior to recycling. These vehicles cannot be crushed and may need to be carefully handled or towed intact to preserve VINs, per the direction of the County. Alternatively, vehicles may need to be placed onto plastic outside of soil sampling footprints and left on-site for future on-site adjudication and subsequently removed by the DDHTR Contractor. DDHTR Contractor shall complete vehicle removal at any point during the Operation, as

directed by County. DDHTR Contractor shall not receive additional compensation for variations in sequencing/timing of vehicle removal due to delays caused by law enforcement. The IMT may also direct the DDHTR Contractor to remove vehicles from the public right-of-way. These vehicles must be tracked separately. Vehicle removal is described more fully in Special Provisions Section 4.10.

Collect, consolidate, remove, and transport metals for recycling, including burned tanks (for example, propane tanks) of any size. As necessary, de-valve and make tanks safe prior to disposal, which may require specialized training or equipment. Collect, consolidate, remove, and transport ash and debris for disposal. DDHTR Contractor's equipment operator shall minimize the mixing of ash, debris, and concrete with the underlying soil.

Collect, consolidate, remove, and transport concrete for recycling

Collect, consolidate, and remove 3-6 inches, as determined by the County Engineer or OSC, of residual ash-impacted soil from the debris site for disposal to remove fire-caused contamination. Contaminated soil from the ash and debris footprint shall be removed for disposal or landfill reuse for cover soil.

All Debris Removal Crews shall be properly equipped and supported by sufficient haul trucks to be productive for the duration of the operational hours on each workday. Each Debris Removal Crew is expected to off haul approximately 200 tons of metals, ash and debris, concrete, and/or residual ash impacted soil per workday. The IMT will compare each Debris Removal Crew's daily off haul, as recorded by the A&M Contractor, against this benchmark to determine if, in general, the Debris Removal Crew is performing to the satisfaction of the County. It is understood that certain necessary tasks, such as establishing access, on-site sorting, and consolidation, provision of property owner assistance, or implementation of BMPs and AMMs, may result in reduced off-haul on certain days. The IMT, in its sole and exclusive discretion, shall determine whether a Debris Removal Crew has good cause not to meet this benchmark. An inability by the DDHTR Contractor to provide sufficient trucks shall not be considered a good cause. As necessary to meet this benchmark, the DDHTR Contractor shall negotiate extended working hours with

end-use facilities, propose extended operational hours to the IMT, and/or establish pre-load/truck staging yards (with the pre-approval of the IMT). If the IMT determines a crew is not consistently meeting this benchmark without good cause, the IMT may order the Debris Removal Crew demobilized from the project, and a new Debris Removal Crew mobilized in its place. Repeated failure to meet this benchmark shall be considered a breach of this agreement.

Cap all opened or damaged sewer lines, wells, and/or water lines. Cover all exposed septic tanks with plywood, and if applicable, for health and safety purposes, fence off with a temporary safety fence, as described in the Special Provisions.

Finish grading/smoothing ground surface (if applicable). Multiple burned areas should not be smoothed together to avoid cross-contamination of soil.

Once the DDHTR Contractor believes all the above-listed tasks are complete, they will notify the A&M Contractor's TFL. The A&M Contractor TFL, together with DDHTR Contractor's foreman, shall walk the debris footprint area to make sure there are no remaining nails, glass shards, or other debris remaining within the former structural debris ash footprint. Once the foreman and TFL concur that work appears complete, the TFL should notify the A&M Contractor DS and/or Branch Director (BD) to conduct the Debris Removal Interim Site Walk (ISW), which will confirm whether

the site is sufficiently clean and cleared for soil sampling. If any remaining work is identified during the ISW, the DDHTR Contractor shall immediately remedy it. Once the site has passed the ISW, the DDHTR Contractor's crew shall mobilize to the next assigned site on the County Planning Section Chief's (PSC's) runway. The DDHTR Contractor should expect to experience some delays while awaiting A&M Contractor and IMT personnel to respond and conduct the ISW. No compensation shall be provided for this delay.

The determination of a "legacy trash" site (an on-property dump site that was present prior to the wildfire incident) will be determined at the sole discretion of the OSC.

Prior to forecasted storm events, the DDHTR contractor shall install temporary BMPs on active properties near stormwater conveyances, as directed by the OSC. Document the placement of these BMPs in coordination with the A&M Contractor. DDHTR shall be prepared for and provide all equipment, personnel, and training necessary to respond to a spill or leak, including erosion/sediment control materials, PVC pipe fittings, associated tools, and spill kits that can handle a spill of up to 1,000 gallons of any material. Spills and leaks may include but are not limited to broken water lines, trucks turned over in a water course, or broken fuel/hydraulic lines. If directed by the IMT, the DDHTR Contractor shall provide water quality and soil testing as part of the spill response. The DDHTR Contractor shall be responsible for the cost of such testing if the A&M Contractor's material testing services are utilized. The DDHTR Contractor is also responsible for notifying the IMT of the spill and, if directed to do so by the IMT, notifying the California State Warning Center.

DDHTR Contractor shall provide Personnel Air Monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury will be required in the operator breathing zone, per the DDHTR Contractor's Health and Safety Plan.

Conduct Rescapes

- a. The A&M Contractor will conduct confirmation soil sampling of the parcel. If the results indicate that the soil clean-up goals are exceeded, the OSC or designee will direct the DDHTR Contractor to remove and dispose of another layer of soil from the specific area(s) that exceeded these goals. The OSC or designee will provide exact specifications as to how much soil the DDHTR Contractor is to remove and from which areas. These areas will then be re-sampled by the A&M Contractor. DDHTR Contractor shall not be compensated for costs associated with delays in the soil sampling process.
- b. The DDHTR Contractor will only be eligible for compensation for up to one (1) re-scape per parcel. By no means shall County reimburse the DDHTR Contractor for rescapes that exceed 25% of the total number of parcels subscribed to the program. These compensation limitations do not apply to parcels where the County determines that clean-up goals cannot be met due to site conditions unrelated to the disaster, at the sole and exclusive discretion of the County.
- c. DDHTR Contractor shall complete rescape operations on each parcel that a rescape is required on within seven (7) days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different

timeframe. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

Implement Erosion Control

Once Tehama County has deemed the property ready for erosion control, The DDHTR Contractor shall remove the exclusion zone delineation (red tape and stakes) and prepare the site for final erosion control.

DDHTR Contractor shall provide all materials and labor for all placement and installation of erosion control devices and hydromulching after each property has been cleared of structural debris and approved by the OSC, or designee, for erosion control, as identified in the EPP and the Special Provisions.

Application of erosion control shall follow Natural Resource Conservation Service recommendations:

The type and amount of mulch and tackifier are selected to provide a minimum of 70% surface cover that will remain in place for at least one growing season.

Application rates in the range of 2,000 to 3,000 pounds of wood fiber mulch and 75 to 100 pounds of Guar (or equal product that provides sufficient, biodegradable, and environmentally safe alternative, as approved by the IMT) based tackifier per acre are typical.

Use of weed-free straw may be used by permission of the OSC where hydromulch proves impractical or impossible to apply. Crimping or a tackifier will need to be used to make the straw an effective alternative.

DDHTR Contractor shall complete erosion control operations on each parcel where erosion control is required within seven (7) days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

Final Site Walk

The OSC or designee will conduct a Final Site Walk of each parcel. The Final Site Walk is an inspection requirement to ensure that all work meets the standards of the Contract, the EPP, and the Special Provisions. If the OSC or designee identifies any nonconforming work during the Final Site Walk, the DDHTR Contractor shall promptly remedy the deficiency to the OSC's satisfaction.

Considerations for Commercial and Public Properties

Commercial and public properties, including businesses, industrial sites, mobile home parks, and facilities owned by public agencies, can be included in the County Program. The A&M Contractor shall identify hazardous levels from commercial properties by a waste profile. Profiles are done to determine the debris classification, which determines the end-use facility. The results from the profile determine whether they shall be designated as residential waste, California Hazardous Waste (Cal Haz), or California Hazardous and Resource Conservation and Recovery Act (RCRA) waste. Then DDHTR Contractor shall coordinate with the California Department of Toxic Substance Control (DTSC), United States Environmental Protection Agency, or any other entity directed to assist in the removal of the hazardous waste.

DDHTR shall create a work plan that defines the tasks to be performed by DDHTR, A&M Contractor, and DTSC and present the sequencing so that the building debris is properly removed and disposed of in an efficient manner with the completion of confirmation soil sampling to document the successful removal, to be approved by the Contract Manager.

The DDHTR Contractor shall be responsible for removing all non-RCRA hazardous waste. The DDHTR Contractor shall provide appropriate training and PPE to facilitate their role in the Operation, which may include working in proximity to hazardous waste operations conducted by others. The Special Provisions provide additional requirements for the management of hazardous wastes.

Function 2 - Hazard Tree Removal Overview

The Hazard Tree Removal Function's purpose is to protect the general public, public infrastructure on public properties, public ROWs, and other areas approved by County. DDHTR Contractor shall perform all hazard tree felling, processing, and transport to DDHTR Contractor-sourced and IMT-approved TLSPS and/or directly to the end-use facilities, including all supporting services, as required by applicable local, state, and federal laws.

DDHTR Contractor shall transfer ownership of the tree materials to the end-use facility. The DDHTR Contractor shall comply with all applicable Forest Practice Rules. The Public Agency, Public and Private Utility Right of Way Exemption may apply to Hazard Tree Removal activities.

The Hazard Tree Removal Function will be completed in a manner that does not negatively impact the Structural Debris Removal Function. Hazard trees shall not be felled into or dragged through debris fields or active soil sampling decision units. As directed by the IMT, this may result in the Hazard Tree Removal Function being completed after the confirmation soil sampling process is complete on a parcel if hazard trees cannot be felled and removed without disturbing the sampling footprints. Alternatively, the Functions may be completed concurrently if they will not negatively impact one another.

The requirements for Hazard Tree Removal are described more fully in Exhibit A.1 Special Provisions, Section 8, Hazard Tree Removal Operations.

Contractor's failure to perform any Hazard Tree task(s), as set forth below, shall render the Contractor ineligible for Hazard Tree unit compensation (for example, use of unpermitted end use facilities, use of unapproved equipment, or no pre-approval of TSLPS).

Specific Tasks Pre-Inspection

- a. Follow the Public Agency, Public, and Private Utility Right of Way Exemption requirements under the Forest Practice Rules and any local ordinances that specifically address the debris and or hazard tree recovery efforts.
- b. Conduct pre-inspection tasks, as described in Special Provisions Section 8.5, to include:
 - i. Verify clear access to trees on each assigned property prior to sending Hazard Tree Removal Crews to the assigned property.
 - ii. Determine if any trees require specialty equipment for removal and notify the OSC or designee prior to sending Tree Removal Crews to the assigned property.

- iii. Identify and notify the OSC or designee if there are watercourses that either need to be crossed to access a property or are near any trees to be removed on a property for which the IMT has received a valid ROE.
- c. Support work management process and conduct all tasks identified through work management tasks in the timeframes prescribed by the IMT, as described in Special Provisions Section 8.4.

Felling and Removal

Conduct all-hazard tree felling and removal tasks, as described in Special Provisions Section 8.6.

Conduct pre-work walk (360 site walks) with A&M Contractor TFL, as described in Special Provisions Section 8.6.1

Provide reasonable access to the A&M Contractor to perform their tasks, as specified in the Special Provisions or as otherwise directed by County. Provision of this reasonable access may impact the DDHTR Contractor's operational efficiency.

Document and mark all downed hazard trees, timber, or other woody material on-site prior to the start of hazard tree felling, such as material resulting from utility line clearance operations or work conducted by the landowner. DDHTR Contractor is not responsible for removing this material but is responsible for handling and relocating it on-site as required to fell, process, and remove eligible hazard trees.

Fell, process, and remove all hazard trees, as specified in Special Provisions Section 8.6.3. As described in the Special Provisions, felling, processing, and removing hazard trees must be conducted as part of a singular operation rather than multiple discrete steps, as described in Special Provisions Section 8.6.3 and unless otherwise authorized by County. Depending on the voltage, all trees will be felled within the public utility prescribed distances from a public utility power pole or power line.

Apply erosion control to the site as necessary to comply with California Forest Practice rules, permit(s) requirements, the EPP, best management practices, industry practices, and the directions of the IMT. Erosion control methods must be appropriate for site conditions. If requested by the IMT, DDHTR Contractor shall provide evidence as to why the proposed erosion control method is appropriate for the site based on the above-listed criteria. Methods may include the application of chipped slash, lop and scatter, water breaks, or slash packs. Wood chips should not be used on slopes, especially near watercourses. When wood chips are used, the wood chips should be produced in a manner that keeps the material long and fibrous such that it binds together. The IMT or A&M Contractor's Registered Professional Foresters may provide specific direction on a site-by-site basis.' If wood chips are used, the depth shall not exceed two (2) to three (3) inches.

No removal of stumps or roots unless authorized by the County OSC. Cut stumps flush (within 6-inches) to the existing terrain surface.

DDHTR Contractor shall minimize ground surface disturbances as part of the hazard tree removal function. Tree access road building is prohibited unless authorized by the County in writing, prior to construction.

In some instances, the DDHTR Contractor may be directed to leave a felled tree(s) and limbs on the property on which they were felled. In these instances, the DDHTR Contractor agrees not to recover any credits for Hazard Tree wood material or any other wood material left behind on the site.

If the DDHTR Contractor believes unmarked trees must be removed for marked trees to be safely felled and/or removed, the Operations Section Chief or designee must pre-approve its removal. The tree would be documented as an "incidental tree" prior to tree felling at the OSC's direction. The DDHTR Contractor will then be allowed to remove such "incidental trees" at the DDHTR Contractor's cost without additional compensation.

Once all on-site work, including hazard tree felling, processing, removal, and application of erosion control, is complete, the A&M Contractor's TFL and the Hazard Tree Removal Crew will conduct the Hazard Tree Removal Interim Site Walk as described in the Special Provisions (see "Post Tree Felling and Removal Site Walk"). If any remaining or non-compliant work is identified during the Interim Site Walk, the Hazard Tree Removal Crew shall immediately remedy it. Once the Interim Site Walk is complete, the Hazard Tree Removal Crew shall mobilize to the next scheduled parcel.

After the Hazard Tree Removal Crew's mobilization, the OSC or designee shall conduct the Hazard Tree Removal Final Site Walk. The Hazard Tree Removal Final Site Walk is an inspection requirement to ensure that all work meets the standards of the Contract, the EPP, and the Special Provisions. If the OSC or designee identifies any nonconforming work during the Hazard Tree Removal Final Site Walk, the DDHTR Contractor shall promptly remedy the deficiency to the OSC's satisfaction.

Process, Hauling, and End Use

DDHTR Contractor is responsible for transporting all hazard trees to an IMT-approved end-use facility. DDHTR Contractor may identify, establish, and operate one or more Temporary Log Storage and Processing Site (TLSPS) if pre-approved by the IMT. A TLSPS is any area where hazard trees, timber, or other woody material is stored, staged, handled, or processed after being removed from the parcel where the hazard tree was rooted.

Prior to establishing any TLSPS, the DDHTR Contractor must submit a written request to the IMT and a site plan describing the proposed site and its operations, as described above (see "Identify and establish temporary facilities"). The Special Provisions also provide additional information on this process.

DDHTR Contractor shall develop and execute lease agreements for TLSPS used to fulfill this Agreement. Copies of executed lease agreements shall be provided to County. Any subsequent changes to executed lease agreements shall also be provided to County.

DDHTR Contractor shall provide adequate space for truck weigh scales, provided by the DDHTR Contractor, at each log storage and processing yard and allow space for County's A&M Contractor and the OSC and/or the OSC's authorized representatives to determine truck weights entering the yard loaded from the tree felling operation and leaving the yard loaded heading for the end-user facilities. DDHTR Contractor shall allow physical space and time for truck queueing in the yard, both inbound and outbound. DDHTR shall provide stairs or a platform for truck inspection pictures by the A&M contractor.

DDHTR Contractor shall negotiate with permitted and operational wood materials end-use facilities (as described in the RFP, Additional Bid Requirements, Commitment Letter(s), and Letter(s) of Interest) that meet all local, State, and Federal requirements and regulations. DDHTR shall not operate or establish end-use facilities under this agreement. County requires that all wood materials from this Operation be reused as lumber,

firewood, energy generation, wood chips, mulch, or other environmentally friendly uses that encourage reuse. In the event wood materials cannot be delivered to a higher best-use facility, wood material may be delivered to a landfill at County's sole discretion and only with written approval from County. DDHTR contractor may not under any circumstance burn wood, such as by a curtain burner. To utilize landfills, the following process shall be followed:

DDHTR Contractor documents, in writing, the necessity for landfill(s) and the reason why DDHTR Contractor cannot use the higher best use facility and makes a request for landfill use to the Finance Section Chief.

Finance Section Chief notifies County.

If County approves landfill use, the Finance Section Chief informs the IMT.

DDHTR Contractor, with OSC or OSC designee, contacts the local Regional Water Quality Control Board, Air District, County, and Solid Waste Local Enforcement Agency (Control Agencies) to discuss the use of the landfill.

Control Agencies provide guidance to DDHTR Contractor and County OSC on how to proceed with landfilling material.

DDHTR Contractor is responsible for all operational, permitting, fixed, and labor costs and shall be entitled to retain any revenue generated from the sale to end-use facilities. Wood materials become the property of the end-use facility once received. Any rebates, credits, or savings derived from the legal use of those wood materials should be described in agreements between the DDHTR Contractor and the respective end-use facilities. Any revenue obtained by the DDHTR Contractor through these agreements must be disclosed to County on a regular basis, per the direction of the County Contract Manager. DDHTR Contractor shall report all revenues generated to the Finance Section Chief.

The DDHTR Contractor shall agree, in writing, with each end-use facility the point where the logs/wood materials will become the property of the end-use facility.

Support Tasks

DDHTR Contractor shall perform additional major items of work in support of both the Operation's functions. These are anticipated to include, but are not limited to:

Traffic Control

For Structural debris removal, DHTR Contractor shall provide community traffic control, as directed by Tehama County Public Works. one (1) for each tree felling crew, and for any crews that might partially or fully block public and/or private roadways while conducting work.

DDHTR Contractor shall obtain and follow all encroachment permit requirements issued by the cities, counties, Caltrans, or any other agency having jurisdiction over DDHTR Contractor-impacted roads. Traffic control crews may be required to implement additional traffic control needs pursuant to requests or directives from other entities (e.g., Cal OSHA, local authorities, etc.) and directed by the OSC and/or County.

Traffic control crews may also be required to implement Operation specific traffic control plans, as directed by the OSC.

Traffic control crews shall include two (2) traffic control trained crew members, required equipment and supplies, mobilization and demobilization, and communication equipment. The traffic control crews shall be trained in the principles of the DOT Revision 6 (Rev 6) of the 2014 MUTCD prior to commencing their work.

Community Services

DDHTR Contractor shall provide water tenders/trucks and drivers and supporting equipment, fuel, hoses, nozzles, water meters, fittings, pumps, etc., for use throughout the project area as directed and approved by the IMT. This may include general dust suppression in disaster areas not directly connected to specific debris removal crews or other operations.

DDHTR Contractor shall also provide community street sweeping, including sweepers, drivers, fuel brushes, and appropriate disposal of collected road debris and dirt, as described in the Special Provisions.

DDHTR Contractor shall provide sufficient transport trucks (for example, "lowboy" trailers) to redeploy heavy equipment between job sites. Under no circumstances shall steel-tracked heavy equipment, including but not limited to excavators, skid steers, feller bunchers, and heel booms, operate on asphalt, concrete, or other non-earth road surfaces without the explicit permission of the OSC or designee. If the DDHTR Contractor fails to comply with this requirement, it will be responsible for repairing or remedying any damage caused by the heavy equipment to the satisfaction of the County, in consultation with the road owner.

DDHTR Contractor shall provide and service portable restrooms and hand washing stations for use by DDHTR Contractor, A&M Contractor, and IMT personnel use. Portable restrooms and hand washing stations shall be provided at all work sites for Debris Removal Crews and Hazard Tree Removal Crews. Additionally, DDHTR Contractor shall provide and service up to three (3) additional sets of portable restrooms and handwashing stations to be stationed throughout the disaster area for use by project personnel, as directed by the IMT.

Site Access and Temporary Bridges

DDHTR Contractor shall provide or create physical access to all County Program participating parcels both in residential tract areas on relatively small, relatively flat lots as well as difficult properties, which include properties that: are in remote locations; require access over long, poorly maintained, or non-maintained gravel or otherwise non-paved roadways; and/or have larger lots, sometimes exceeding 100 acres. DDHTR Contractor shall prepare Environmental Work Plans where applicable.

As necessary to access some properties, DDHTR Contractor shall obtain and provide permits to install temporary bridges, as described in Special Provisions Section 6.27. The DDHTR Contractor will coordinate with the A&M Contractor for supporting documentation as needed.

DDHTR Contractor shall work with the IMT PSC to permit and schedule debris removal from properties requiring bridge access near the beginning of the operations to avoid accessing these properties at the end of the operations.

DDHTR Contractor shall provide all materials and labor for the placement and removal of such temporary bridges and return the areas where the bridges were installed to pre-existing conditions.

DDHTR Contractor shall provide up to three (3) bridges of up to 50 feet per bridge to be installed simultaneously to ensure that the overall debris and hazard tree removal operations' productivities are not negatively impacted from meeting the operational schedule.

DDHTR Contractor shall provide all materials and labor for the placement of rip-rap rock, temporarily placed culverts, and required BMPs installed for temporary creek crossings (including but not limited to; watercourses, ravines, trenches, or ditches).

DDHTR Contractor shall provide all materials and labor for placement of base rock and or crushed rock to Improve uneven, rutted, or poor-quality roads for truck and/or equipment access as described in the Special Provisions.

DDHTR Contractor shall provide all materials and labor for placement of all steel trench plates required for truck or equipment access, where deemed necessary by the DDHTR Contractor.

Other

DDHTR Contractor shall provide all labor, materials, staff, equipment, transportation, licenses, permits (traffic encroachment, land use, operational, environmental, etc.), and every other item of expense necessary unless otherwise stated for completing all the DDHTR Contractor's tasks during the Operation.

DDHTR Contractor shall provide all training and attendance of key DDHTR Contractor personnel at all relevant Incident Action Planning, Operations, and Tactics meetings. All DDHTR Contractors' personnel shall attend weekly All Hands Safety Meetings. All Hands Safety Meetings may be held online or at a physical location determined by the IMT, at the discretion of the IMT. The DDHTR Contractor shall compel required staff attendance at all online training, meetings, and gatherings.

DDHTR Contractor shall obtain and provide a copy of any land Lease Agreement(s) obtained to the CM prior to commencing the use or development of the property(ies) for reference purposes only. Any real property costs, such as a land lease or rental costs, shall be included in the submitted bid and will not be reimbursed by the County.

DDHTR Contractor shall provide all materials and labor for all necessary safety fencing, as specified in the Special Provisions, around emptied pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined in writing by the OSC or designee when demobilizing from the property once the site has been cleared for soil sampling.

REPORTING & TRACKING

DDHTR Contractor shall be responsible for coordinating with the IMT and County's A&M Contractor, providing information as required to document material quantities and project costs allocable to each type of material by residential parcel, and providing information as required to document hazard trees removed, including coordinates, detailed tree information, and photos. The method and detail of the material and cost tracking information by parcel will be jointly developed by the IMT and the County's A&M Contractor, with County final approval.

DDHTR Contractor shall prepare and provide the following Daily, Monthly, and Quarterly Summary Reports of Structural Debris Removal and the Hazard Tree Removal function activities and status, as summarized below:

Daily Dispatch Reports shall include the following:

A tally of predicted street sweeping activities (identification of the specific street sweeper, the identity of the operator, gallons of water used, mileage driven, and relevant daily GPS data), traffic control (identification of each traffic control crew personnel and the location(s) and duration(s) of each respective daily assignments), water trucks, personnel, asbestos removal crews, Structural Debris Removal crews, Hazard Tree Removal crews, all other operating resources, and other metrics as required by the IMT.

The Daily Dispatch shall be provided to the IMT by 1800 on the day prior to the date of work.

Daily Operations Reports shall summarize the daily work for structural debris removal and hazard tree removal. The format of the report shall be approved by the County. The Daily Operations Report shall include the following:

Quantities by material type removed, APNs of properties in progress and completed, identification numbers of ROW segments in progress and completed, and other metrics determined by the IMT.

The Daily Operations Reports shall be provided to the IMT by 1800 on the day of work.

Monthly Summary Reports shall be delivered by the 3rd day of every month. Monthly Summary Reports shall detail the number of properties completed, quantities of structural debris for each material type, hazard tree quantities of timber and wood materials delivered to each end-use facility, and other metrics determined by the IMT.

Disposal /Recycling fees: Itemized reports of actual costs of recycling and disposal at the receiving, recycling, and end-use facilities for the various materials generated from the overall Operation, including any adjustments to regular rates for material facilities to accommodate extended operating hours and special handling. DDHTR Contractor shall pay all disposal costs. Any recycling or disposal that results in a profit (usually metal recycling and wood materials at end-use facilities) should be offset against other recycling and disposal costs.

The method, detail, and adequacy of material and cost tracking information by property and/or segment of public ROW will be jointly developed by County and County's A&M Contractor(s). DDHTR Contractor shall adopt this tracking and reporting system.

Monthly Socioeconomic Affirmative Steps Report: By the third day of every month, the DDHTR Contractor shall provide a status report regarding the affirmative steps it has taken as required by 2 C.F.R. § 200.321(b)(1) – (5), which are listed below for reference. For each required step, DDHTR Contractor shall provide a narrative description of the actions it has taken, the results of said actions, and any relevant summary data or charts. County may direct the DDHTR Contractor to include specific data points or other items as necessary to demonstrate compliance.

AFFIRMATIVE STEPS REQUIRED BY 2 C.F.R. § 200.321(b)

Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;

Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

GENERAL EXPECTATIONS

Identification of DDHTR Contractor Employees

DDHTR Contractor shall be responsible for furnishing an identification badge to all personnel (DDHTR Contractor and sub-contractors) prior to the employee working on-site. DDHTR Contractor shall be responsible for ensuring each employee engaged in work displays a badge that includes the name of the DDHTR Contractor or subcontractor and the employee's name. Employees shall make available on their person a valid state driver's license or other

Government-issued photo identification card. All contract personnel attending meetings, answering Government telephones, and working in other situations are required to identify themselves as such to maintain the distinction from Government officials. All documents or reports produced by DDHTR Contractor shall be marked as DDHTR Contractor products in accordance with Government Code section 7550. Badges or other identification of DDHTR Contractor employees shall not include the seals or logos of the County, the California Environmental Protection Agency, Cal OES, the State of California, or any other government agency without the permission of the County.

Identification of DDHTR Contractor Vehicles and Equipment

Trucks and all other equipment designated for use under this Contract shall be equipped with a clearly visible sign identifying the vehicle as part of the project. This includes pickup trucks or other vehicles used by DDHTR personnel, debris hauling trucks, water trucks, and heavy equipment (if practicable). The IMT shall provide the design of the sign. Production, distribution, and attachment of signs to vehicles shall be the responsibility of the A&M Contractor. Additional signage may be required to facilitate County's A&M Contractor's Automated Debris Management System. Upon demobilization from the Operation, the signage shall be removed from the vehicle.

DDHTR Contractor agrees that all trucks used during this Operation are subject to GPS tracking and hereby consents to place a GPS device in each truck by County's Assessment and Monitoring A&M Contractor. DDHTR Contractor shall be responsible for charging, maintaining, and operating the GPS device throughout the duration of the Operation. Failure to charge, maintain, and operate the GPS device shall result in non-payment of bid items completed by non-compliant operation of truck(s).

Trucks or equipment designated for use under this Contract shall not be used for any other work during working hours under this Contract. DDHTR 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 DDHTR Contractor mix debris hauled for others with debris hauled under this Contract. DDHTR Contractor and subcontractors may not play music or radio broadcasts during the performance of this Contract that may generate noise complaints.

DDHTR Contractor Equipment

DDHTR Contractor shall provide its staff (DDHTR Contractor and subcontractor) with all necessary equipment, including but not limited to equipment and truck maintenance (including but not limited to tires, lubricants, fuel), materials, tools, supplies, health and safety equipment, health and safety compliance monitoring of personnel and equipment, appropriate clothing, cell phones, two-way radios, satellite phones (if necessary), computers, computer tablets, laptops, internet access, temporary field offices, permits, licenses, supervision, project management, administrative staff costs, home office overhead.

Professionalism of DDHTR Contractor Staff

County expects all DDHTR Contractor personnel, including subcontractor personnel, to appear and behave professionally at all times. Any DDHTR Contractor personnel who does not act in a professional manner shall be subject to immediate removal from work associated with this Operation, at County's discretion, upon written notification from County.

DDHTR Contractor shall be responsible for performing all work in a safe, professional, efficient, and satisfactory manner. The IMT and County shall review all work and determine

whether work is satisfactory. The IMT may consult best practices, prior project performance, federal technical assistance teams, or other resources to determine whether work is satisfactory. The IMT shall, at all times, have safe access to the work and shall be furnished with every reasonable facility for ascertaining that the materials and the quality are in accordance with the requirements and intentions of the Contract. All work done and all materials furnished shall be subject to IMT and County's inspection and approval.

CONTROL OF WORK

County has the sole discretion and authority to determine the quality and acceptability of the following:

Work to be performed.

Rate and progress of work performed.

Fulfillment of the tasks and work performed by DDHTR Contractor.

Compensation for tasks and work performed by DDHTR Contractor.

Work Orders

The DDHTR Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order or directed in the Incident Action Plan (IAP). The DDHTR Contractor shall immediately notify the County and the IMT of any condition or event that may interfere with the completion of the work, which may require a modification in the Work Order, or which cause an obvious inefficiency. County will, in a reasonable time, provide written direction to the DDHTR Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, obviously inefficient work or changes and additions not pre-authorized in writing by the County CM may not be considered for compensation.

Change Orders

DDHTR Contractor may notify the County of DDHTR Contractor's request for a change order for work outside the scope of this SOW. If authorized, County, at its sole discretion, may issue a Change Order dictating the terms of the additional work. All Change Orders will be incorporated into this Agreement via Amendment(s). Work authorized by a Change Order shall be in accordance with the terms and conditions therein and may proceed prior to the Amendment(s).

Audits and Inspections

At its sole discretion, County may inspect the labor, materials, tools, equipment, data management, books, and records of the DDHTR Contractor to monitor compliance with this Agreement. DDHTR Contractor shall promptly remedy any violation identified by County. The fact that County inspects, or fails to inspect, or has the right to inspect DDHTR Contractor's labor, materials, tools, equipment, data management, books, and records does not relieve DDHTR Contractor of its responsibility to comply with rendering timely performance under the terms of this Agreement.

OPERATIONAL MILESTONES AND MOBILIZATION REQUIREMENTS

County intends to complete this operation rapidly and efficiently to ensure public health and safety hazards are promptly addressed, and community recovery is expedited. The below milestones represent County's expectations for the DDHTR Contractor's mobilization. The IMT may adjust the milestones due to inclement weather, unforeseen circumstances, rate of ROE collection, progress of site assessment and asbestos assessment, or other operational needs.

The IMT will advise the DDHTR Contractor of any changes to the milestones in writing. Changes to the operations schedule and milestones are at the exclusive discretion of the IMT.

DDHTR Contractor understands and agrees that a substantial number of work plans are required to be submitted, and many of these work plans will need to be drafted and adjusted concurrently.

DDHTR Contractor shall ensure sufficient project management staff members are available to complete work plans based on the milestones below and promptly respond to any feedback from the IMT to ensure the overall Operation remains on schedule.

Notice-to-Proceed (NTP) Milestones – Structural Debris Removal

County anticipates issuing NTP shortly after the contract award.

Milestone 1-1: Mobilization of Incident Management Team

Timeframe: Within three (3) calendar days of NTP

Description: DDHTR Contractor shall deploy its key project management personnel to the Operational Area, who shall be available to participate in meetings with the IMT and/or A&M Contractor.

Milestone 1-2: Submission of Hauling and Reuse/Disposal Plan

Timeframe: Within three (3) calendar days of NTP

Description: DDHTR Contractor shall submit to the IMT for review and approval a Hauling and Reuse/Disposal Plan for debris removal operations. The plan should account for the expected crew mobilizations described in later milestones. The plan shall address the following:

- Proposed primary and alternate end-use locations for all waste streams (except timber)

- Proposed locations and site plans for any Temporary Debris Management Sites or other temporary facilities (including facilities for segregated materials, such as ash and debris, concrete, and metal recycling)

- Listing of planned trucking resources to support Hauling and Reuse/Disposal Plan

- Risk management plan for road closures, traffic impacts, or other events that could impact hauling and disposal operations outlined in the plan, including how the risks will be mitigated, such as alternate haul routes

Milestone 1-3: Mobilization of up to Four (4) Asbestos Abatement Crews

Timeframe: Within five (5) calendar days of NTP

Description: DDHTR Contractor shall mobilize up to four (4) Asbestos Abatement Crews to immediately commence asbestos abatement tasks. The IMT shall determine the work locations of each crew. Following this initial deployment, DDHTR Contractor shall continually evaluate asbestos assessment results and mobilize additional asbestos abatement crews at a rate sufficient to support the debris removal crew mobilization milestones listed below.

Milestone 1-4: Mobilization of up to Five (5) Debris Removal Crews

Timeframe: Within five (5) calendar days of NTP

Description: DDHTR shall mobilize up to five (5) debris removal crews to sites throughout the County. The IMT will select sites. All debris removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hauling and Reuse/Disposal Plan.

Milestone 1-5: Mobilization of up to Five (5) Additional Debris Removal Crews Timeframe:

Within ten (10) calendar days of NTP

Description: DDHTR shall mobilize up to five (5) additional debris removal crews to sites throughout the County. The IMT will select sites. All debris removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hauling and Reuse/Disposal Plan.

Initial Hazard Tree Removal Work Order (IHTRWO) Milestones – Hazard Tree Removal

When the IMT elects to commence the Hazard Tree Removal Function of the Operation, the IMT will issue an IHTRWO. Unless otherwise directed by the IMT, the DDHTR Contractor shall provide the following services following this IHTRWO:

Milestone 2-1: Submission of Hazard Tree Removal Work Plan

Timeframe: Within three (3) calendar days of IHTRWO

Description: DDHTR Contractor shall submit a Work Plan to the IMT describing its proposed approach for hazard tree removal operations throughout Tehama County. The Work Plan shall include the following:

- Description of proposed means and methods, including types of equipment to be used
- Listing of all proposed crews, including the specific number of personnel and pieces of equipment to be assigned to each crew
- Listing of any proposed TLSPS, and site plans for any proposed sites as described in the Special Provisions
- Listing of proposed end-use facilities
- Description of current engagement with CAL FIRE regarding Forest Practice Rules compliance

Milestone 2-2: Mobilization of Three (3) Hazard Tree Removal Crews

Timeframe: Within five (5) calendar days of IHTRWO

Description: DDHTR Contractor shall mobilize three (3) hazard tree removal crews throughout the county, The IMT will select sites. All hazard tree removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hazard Tree Removal Work Plan.

Milestone 2-3: Mobilization of Additional Two (2) Hazard Tree Removal Crews

- a. Timeframe: Within ten (10) calendar days of IHTRWO
- b. Description: DDHTR Contractor shall mobilize an additional two (2) hazard tree removal crews throughout the county. The IMT will select sites. All hazard tree removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hazard Tree Removal Work Plan.

Mobilization of Additional Resources

The IMT, through the Incident Action Planning Process, shall notify the DDHTR contractor when additional Asbestos Abatement Crews, Debris Removal Crews, and Hazard Tree Removal Crews, differing from the milestones in section 11.2 are to be mobilized. DDHTR

Contractor shall be provided seven (7) calendar days from notice to mobilize the requested crew(s). All required health and safety and operational training must be completed in advance of the ordered mobilization date.

Contractor crews will be demobilized at the discretion of the IMT. Depending on workload requirements, sustained inclement weather, or other factors, crews may be demobilized and subsequently remobilized later when their services are required. The DDHTR Contractor will be provided up to seven (7) calendar days to remobilize crews upon direction from the IMT.

The expected maximum number of structural debris removal crews to be provided under this Contract is ten (10). The expected maximum number of hazard tree removal crews to be provided under this Contract is five (5).

11. Contractor's Responsibility

The Contractor shall be responsible for all work, and all persons and entities engaged in the performance of work, pursuant to this Agreement, including, but not limited to, employees, contractors, subcontractors, suppliers, and providers of services. The Contractor shall be responsible for responding to any claims, controversies, and disputes arising from its contracts for work on the Operation, including the costs of attorney or legal fees. Additionally, in the event that Tehama County determines the Contractor is responsible for any unapproved delay, loss, harm, or other damages to Tehama County, the Contractor shall immediately implement all measures directed by the Contract Manager to remedy the issue at the Contractor's sole expense. Tehama County reserves the right to retain withheld funds in order to remedy any unapproved delay, loss, harm, or other damages it determines attributable to the Contractor.

PROPERTY DAMAGE: Contractor shall be responsible for repairing, at its expense, all damaged to improved property resulting from the Contractor's negligence. Tehama County, at its sole discretion, shall determine whether property damage resulted from negligence. If Contractor disputes the conclusions of Tehama County, it must provide all relevant supporting information within the timeline prescribed by the County Contract Manager. Contractor shall repair or otherwise remedy, to the satisfaction of the County, all property damage within thirty (30) calendar days of a notice being provided by the County. If the Contractor remedies the damage through compensation, the Contractor shall provide documentation of the same to the County. The Contractor shall be responsible for reimbursing the County for any additional expenses incurred to remedy property damage. The County may deduct the cost of the repair or remedy from the Contractor's compensation.

ROAD DAMAGES: General maintenance of roads or repair of damage to roads resulting from overall disaster response and recovery operations is not the responsibility of Contractor. Contractor shall be responsible for repairing, at its expense, all damaged to roads resulting from the Contractor's negligence. If the Contractor remedies the damage through compensation, the Contractor shall provide documentation of the same to the County. The Contractor shall be responsible for reimbursing the County for any additional expenses incurred to remedy road damage. The County may deduct the cost of the road repair or remedy from the Contractor's compensation.

Subcontractors

All Subcontractors previously identified in the proposal are considered to be acceptable to Tehama County. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or their designee.

Upon termination of any Subcontract, the Contractor shall notify the Contract Manager immediately. If Tehama County or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, the Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Tehama County and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to Tehama County for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

If a subcontractor was used to comply with the requirements of the Request for Proposal, such as if the subcontractor was used to meet the Licensed Timber Operator requirement or the hazard tree removal project reference, the subcontractor must remain on the project for the duration of the project, or, if the subcontractor is to be replaced, the prime contractor must provide a replacement subcontractor which complies with the same requirements within seven (7) calendar days. For example, if a subcontractor was used to comply with the reference requirements, the proposed replacement subcontractor must have completed a project that meets the requirements of the reference project.

Special Provisions

Exhibit A.1, "Special Provisions", provides additional requirements for the performance on this Scope of Work. In the event of any conflict between Exhibit A.1 and this exhibit, this exhibit shall be controlling. All references to "User Agency" in Exhibit A.1 shall be understood to mean Tehama County. Additionally, any references to or description of State-managed debris removal operations, Cal OES mission resource tasks, or similar shall be ignored.