

**AGREEMENT FOR TREE SURVEY SERVICES
BETWEEN COUNTY OF LAKE, CA and TETRA TECH, INC.
PURSUANT TO CA DGS AGREEMENT NO. 5-22-99-33-04**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of May 2024, by and between **County of Lake, CA** ("Client"), and **Tetra Tech, Inc.** ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

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 Client or ninety (90) days, whichever is earlier. The term may be extended by written agreement signed by both parties.

2. DURATION OF WORK

Estimated Project Term: Fifty-eight (58) Days

The period of performance may be extended upon approval by both parties. To the extent the period of performance is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase to the project timeline and budget.

3. SERVICES

Contractor shall perform tree survey services as described in **Exhibit A**, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall also comply with **Exhibit A.1**, "Special Provisions", and **Exhibit E**, "Definitions" of Master Agreement 5-22-99-33-04, which are incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

4. COMPENSATION

The not to exceed amount is **\$201,359.72** unless modified by written agreement signed by both parties.

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates. Contractor shall be compensated for services performed as set forth in **Exhibit B**, "Payment and Budget Provisions," and **Exhibit B.1**, "Rate Sheet", of Master Agreement 5-22-99-33-04, both of which are incorporated herein by reference. District shall pay Contractor within thirty (30) days of receipt of an approved invoice.

Invoices shall be delivered to:

County of Lake, CA

255 N. Forbes St.

Lakeport, CA 95453

Payment shall be made to and delivered to:

Tetra Tech, Inc.

PO Box 911642

Denver, CO 80291-1642

5. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance as specified in **Exhibit D**, "Insurance Provisions", which is attached hereto and incorporated herein by reference.

6. 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 Client, Contractor shall indemnify, defend, and hold harmless Client for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or

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subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Client.

7. STATE AND FEDERAL TAXES

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

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

8. NOTICE

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

CONTRACTOR:

Tetra Tech, Inc.
Betty Kamara, Contracts Manager
2301 Lucien Way, Suite120
Maitland, FL 32751
(407) 803-2551
TDR.Contracts@TetraTech.com

CLIENT:

County of Lake, CA
ATTN: Administration
255 N. Forbes St.
Lakeport, CA 95453
707-263-2580
Susan.Parker@lakecountyca.gov

9. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to Client 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 Client agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

10. 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. 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.

11. 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 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to

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compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

- C. Additional provisions regarding termination for clause are provided in **Exhibit C**, "General Terms and Conditions" of Master Agreement 5-22-99-33-04, which are incorporated herein by reference.

12. 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.

13. 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 Sacramento, State of California.

Additional provisions regarding disputes are provided in Exhibit C, "General Terms and Conditions".

14. 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.

15. MANDATORY AND PERMISSIVE

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

16. 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. All successors due to assignments or mergers are not binding until an amendment is made to Master Agreement 5-22-99-33-04 to reflect the company name of the successor. Once such an amendment is executed, an amendment to this Agreement shall be executed to reflect the successor company name.

17. 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

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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.

18. 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.

19. 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.

20. 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.

21. 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.

22. WARRANTY

Client 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 Client shall not operate as a waiver or release.

23. FUNDING AVAILABILITY

It is mutually agreed that if the Client 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 Client to Contractor of such event. Upon termination of this Agreement, Client shall have no liability

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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. Client budget decisions are subject to the discretion of the Board of Supervisors.


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

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

CLIENT:
County of Lake, CA

CONTRACTOR:
Tetra Tech, Inc.

Name: Bruno Sabatier
Chair, Lake County Board of
Title: Supervisors
Date: _____


Name: Jonathan Burgiel
Title: Business Unit President
Date: April 22, 2024

Exhibits attached and incorporated by reference:

EXHIBIT A – Scope of Work
EXHIBIT A.1 – Special Provisions
EXHIBIT B – Payment and Budget Provisions
EXHIBIT B.1 – Rate Sheet
EXHIBIT C – General Terms and Conditions
EXHIBIT D – Insurance Provisions
EXHIBIT E – Definitions
EXHIBIT F – Federal Provisions

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**EXHIBIT A – SCOPE OF WORK
TREE SURVEYS**

I. SCOPE OF WORK

Task 1: Priority 1 Area – Right of Way Tree Inventory Survey

To determine an estimated range of dead and dying trees due to drought and bark beetle infestation, Tetra Tech will conduct a statistical survey along County right of ways (ROWS) in the Priority 1 area in Southern Lake County. To develop the estimate, the total miles of County Roads was determined from the geospatial layer in the Priority 1 area to be 161.4 miles. The roadway length will be broken into 137 segments and the distance between the survey plots will be approximately one survey segment every 1.2 miles. The Generate Points Along a Line function in ArcGIS will be used to plot each segment along the total length of County roads and will assign unique geospatial coordinates for each segment.

Three survey teams, consisting of an International Society of Arboriculture (ISA) Tree Risk Assessment Qualified (TRAQ) arborist and a task force leader, will navigate to the predetermined segment locations and survey trees along 100 feet of the right of way on each side of the point to create a 200-foot segment. Trees will be individually surveyed and the information for each tree will be entered into a survey form electronically. A total of 27,400 feet will be surveyed and the results of the survey will be used to generate a statistical estimate of dead and dying trees along County roads in the Priority 1 area. This ROW tree estimate will be provided to the County upon completion of this task. The ROW tree surveys are estimated to take approximately 8 field days to complete.

Task 2: Priority 1 Area - Private Property Tree ROE Collection:

To maintain efficiency and consistency with the ROW tree survey approach, properties located along the 200-foot ROW survey segments will be targeted for tree surveys to prepare an estimate of dead and dying trees on private property. The list of homeowners with properties located adjacent to the ROW survey segment will be identified using the GIS parcel information and current property owner information will be confirmed with a review of County Assessor parcel data. A right-of entry form (ROE) and letter to property owner templates will be prepared for County review. Once review is complete, the letter and blank ROE will be mailed to homeowners with parcels located adjacent to the ROW survey segment. Homeowners will be asked to respond within 2 weeks of receiving the letter to be included into the initial tree survey process. To encourage a timely homeowner response, homeowners will also be contacted using other methods such as email and by phone, if available. Historical property owner information is available for 1,060 ROEs from the 2015 Valley Fire tree removal program within the Priority 1 boundary. In areas where pre-existing homeowner information is not available, the information on file with the County Assessor's office will be used. The ROE collection process is expected to take approximately 24 days to complete.

Task 3: Priority 1 Area - Private Property Tree Inventory Survey:

To provide a statistical inventory estimate of dead and dying trees on private properties, approximately 3 linear miles of private property adjacent to the County ROWs will be surveyed. One survey team will assess dead and dying trees associated with drought and/or bark beetle infestation on the properties within 200 feet of striking distance to the County ROW or infrastructure. The private property survey process will be included in the hazard tree assessment methodology prepared for County review as mentioned in Task 1. This private property tree estimate will be provided to the County at completion of this task. The private property tree surveys are estimated to take approximately 26 field days to complete.

II. ESTIMATED COST (not to exceed)

Initial Estimated Not-to-Exceed: **\$201,359.72**

The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates as set forth in Exhibit B.1, "Rate Sheet", of the Master Services Agreement No. 5-22-99-33-04 between the State of California, Department of General Services, and Tetra Tech, which is incorporated herein by reference. The table below outlines the anticipated staff positions and level of effort.

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Table 1: Estimated Cost Breakdown [1][2]

Labor Category	Hourly Rate	Estimated # of Staff	Estimated # of Hours/Day	Estimated # of Days	Estimated Total
Task 1: Priority 1 Area - ROW Tree Inventory Survey					
Program Manager	\$174.90	1	3	10	\$5,247.00
Registered Professional Forester (RPF)	\$148.40	1	10	4	\$5,936.00
Arborist (TRAQ)	\$132.50	3	11	8	\$34,980.00
Division Supervisor (DS)	\$92.22	1	11	8	\$8,115.36
Task Force Leader/ Hazard Tree Assessments or Tree Removal Monitor	\$77.38	3	11	8	\$20,428.32
Data/ Packet Manager	\$83.74	1	6	8	\$4,019.52
GIS Professional	\$58.30	1	3	8	\$1,399.20
Office Accounting and Administrative Staff	\$66.78	1	3	10	\$2,003.40
Estimated Total for Task 1					\$82,128.80
Task 2: Right of Entry Form Intake					
Program Manager	\$174.90	1	1	24	\$4,197.60
Data/ Packet Manager	\$83.74	1	4	24	\$8,039.04
Office Accounting and Administrative Staff	\$66.78	1	8	24	\$12,821.76
Estimated Total for Task 2					\$25,058.40
Task 3: Private Property Tree Inventory Survey					
Program Manager	\$174.90	1	2	26	\$9,094.80
Registered Professional Forester (RPF)	\$148.40	1	2	13	\$3,858.40
Arborist (TRAQ)	\$132.50	1	11	26	\$37,895.00
Division Supervisor (DS)	\$92.22	1	11	26	\$26,374.92
Data/ Packet Manager	\$83.74	1	4	26	\$8,708.96
GIS Professional	\$58.30	1	2	26	\$3,031.60
Office Accounting and Administrative Staff	\$66.78	1	3	26	\$5,208.84
Estimated Total for Task 3					\$94,172.52
Estimated Grand Total for Task 1, 2, and 3					\$201,359.72

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates. Changes to the anticipated level of efforts and/or expansion of scope of work may impact the cost estimate and warrant an increase to the not-to-exceed contract amount.

[2] The hourly rates include all applicable overhead, profit, and non-labor travel expenses.

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Assumptions

Table 2 below provides the assumptions used for determining the level of effort and associated costs.

Table 2: Assumptions

Task 1: Priority 1 Area - ROW Tree Inventory Survey Assumptions	
161	Miles of County ROW in Priority 1
137	Survey segments
200	Feet per segment
10	Trees per segment
60	Trees per day per Arborist and TFL crew
6	Segments per day per crew
3	Arborist and TFL survey crews
1370	Total estimated trees to be surveyed
8	Days to complete task
Task 2: Priority 1 Area - Private Property ROE Collection Assumptions	
161	Miles of County roads
2%	Target percentage of mileage to be surveyed
3	Miles of private properties to be surveyed
322	Estimated ROEs to be mailed to homeowners
64	Estimated number of private properties to be surveyed
Task 3: Priority 1 Area - Private Property Inventory Survey Assumptions	
64	Estimated private properties to survey
20	Total trees expected to survey per parcel
50	Trees surveyed per Arborist/TFL crew per 11-hour day
1	Arborist and TFL survey crews
1288	Total estimated trees to be surveyed
26	Days to complete task

Changes to these assumptions or expansion of scope of work may impact the preliminary cost estimate and warrant a request for an increase.

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EXHIBIT A.1 – Special Provisions attached hereto

Exhibit A.1

ASSESSMENT AND MONITORING SERVICES FOR DISASTER DEBRIS AND HAZARD TREE REMOVAL – SPECIAL PROVISIONS

5/4/2022

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Acronyms and Abbreviations

ACM	Asbestos Containing Material
AHERA	Asbestos Hazard Emergency Response Act
AQMD	Air Quality Management District
BMP	Best Management Practices
CAC	Certified Asbestos Consultant
CalEPA	California Environmental Protection Agency
Cal OES	California Office of Emergency Services
CalRecycle	Department of Resources Recycling and Recovery
CARB	California Air Resources Board
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CIH	Certified Industrial Hygienist
CM	Contract Manager
CSST	Certified Site Surveillance Technician
DDHTR	Disaster Debris and Hazard Tree Removal
DFW	Department of Fish and Wildlife (California)
DOT	Department of Transportation
DMV	Department of Motor Vehicles
DROC	Debris Removal Operations Center
DTSC	Department of Toxic Substances Control
EPA	Environmental Protection Agency
EPP	Environmental Protection Plan
FEMA	Federal Emergency Management Agency
FSC	Finance Section Chief
GPS	Geographic Positioning System
HAZWOPER	Hazardous Waste Operations and Emergency Response
HHW	Household Hazardous Waste
IC	Incident Commander
ICS	Incident Command System
ICT	Incident Command Team

IMT	Incident Management Team
LTO	Licensed Timber Operator
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NIOSH	National Institute for Occupational Safety and Health
Operations Team	Debris Removal Operations Team
OSC	Operations Section Chief
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
PSC	Planning Section Chief
Proclamation	Proclamation of a State of Emergency
RFP	Request for Proposals
ROE	Right-of-Entry
RPF	Registered Professional Forester
SEMS	Standardized Emergency Management System
USA	Underground Service Alert
USEPA	United States Environmental Protections Agency
UXO	Unexploded Ordinance

Reference Documents

Attachment A, Wildfire-Damaged Structures Asbestos Site Assessments SOPs for the ["California Wildfire Asbestos Survey"](http://www2.calrecycle.ca.gov/docs/web/119346) (<http://www2.calrecycle.ca.gov/docs/web/119346>).

Attachment B, ["Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires"](https://www.co.shasta.ca.us/docs/libraries/resource-management-docs/ehd-docs/zogg-fire/fire-damaged-concrete.pdf?sfvrsn=71d5f589_2) (https://www.co.shasta.ca.us/docs/libraries/resource-management-docs/ehd-docs/zogg-fire/fire-damaged-concrete.pdf?sfvrsn=71d5f589_2).

Attachment C, ["Assessment of Burn Debris - 2015 Wildfires Lake and Calaveras Counties, California"](https://calepa.ca.gov/wp-content/uploads/sites/6/2016/10/Disaster-Documents-2015yr-FireSample.pdf) (Geosyntec for DTSC 2015), (<https://calepa.ca.gov/wp-content/uploads/sites/6/2016/10/Disaster-Documents-2015yr-FireSample.pdf>).

1 INTRODUCTION

The purpose of these Special Provisions is to provide the Disaster Debris and Hazard Tree Removal Contractor (DDHTR Contractor) and the Assessment and Monitoring Contractor (A&M Contractor) with a detailed understanding of the extent of services required by the State of California, Department of Resources Recycling and Recovery (CalRecycle), or the User Agency, for emergency debris removal Operations. Not all emergency debris removal Operations in California are conducted by the State. For the State to respond to a State proclaimed emergency, the Governor of California issues a Proclamation of a State of Emergency (Proclamation), which proclaims a state of emergency in specific Counties with provision to include State agency and contract resources.

In the process of developing the overall response to an emergency, a series of actions are taken at different levels of government before agency and contractor work takes place. At the County level, the County Health Officers issues a Proclamation of a Local Health Emergency and, if necessary, requests State assistance. Once the Governor's Proclamation is issued and may include provisions for all agencies of the state government to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities related to this State of Emergency consistent, with the direction of the California Governor's Office of Emergency Services (OES) and the State Emergency Plan. Additionally, the President of the United States of America may approve a Major Disaster Declaration for California, which allows federal disaster assistance through the Federal Emergency Management Agency (FEMA), which will include both federal funding and potentially additional federal contracting and procurement requirements.

The State Proclamation typically suspends, to the extent they apply, the following activities:

- A. Removal, storage, transportation, and disposal of hazardous and non-hazardous solid waste and debris resulting from a disaster in affected Counties and that are subject to the jurisdiction of agencies within the California Environmental Protection Agency (CalEPA) and the California Natural Resources Agency (CNRA).
- B. Necessary restoration and rehabilitation of timberland, streams, rivers, and other waterways.

Such State statutes, rules, regulations, and requirements are hereby suspended, only to the extent necessary for expediting the removal and cleanup of debris from the fire and for implementing any restoration plan by the affected County(ies). User Agency will typically receive signed waivers from the Secretary of the CalEPA and Secretary of CNRA, which are supported by an Environmental Protect Plan (EPP) prepared by the State or in coordination with the A&M Contractor or by other

designated agencies. The EPP is written to summarize and address the potential environmental and historic preservation areas of concern provided by the resource agencies responsible within the defined Disaster Area. Then the EPP delineates the specific Disaster environmental and historic preservation requirements necessary to be implemented. The DDHTR Contractor will be required to be aware of and implement the best management practices (BMPs) and the Avoidance and Minimization Measures (AMMs) listed in them.

Additionally, if the Operation is Federally funded, certain environmental and historical preservation measures are needed to comply with Federal and state laws, such as the National Environmental Policy Act (NEPA), the Federal Endangered Species Act, and the National Historic Preservation Act (NHPA). User Agency will work with A&M Contractor to evaluate the environmental, historical, prehistoric, Tribal, and cultural artifact protection concerns in the disaster area(s) for state and federal endangered species, endangered species habitat protection, and streambed crossings (among other areas) that will require state and federal emergency permits and/or protections. These evaluations and permitting actions will commence prior to and during the site and asbestos assessments and may extend into the early asbestos and debris removal process. Properties will not be entered, for any of these activities, until the state Incident Management Team (IMT) has received approved copies of the individual property Right-of-Entry (ROE) forms from the affected County(ies) and "Access Only" ROEs when needed.

The Proclamation may also suspend compliance with applicable provisions of the California Government Code and the Public Contract Code for state contracts, including but not limited to travel, advertising, and competitive bidding requirements to assist with procuring materials, goods, and services necessary to quickly remove dangerous debris and repair damaged resources. Lastly, the Proclamation may also state that State agencies shall work with local officials to design and implement a comprehensive disaster debris removal plan.

In response to the Proclamation that includes State resources, OES typically issues a mission request task to CalRecycle, to enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly remove dangerous debris from private property resulting from a disaster in the affected Counties. OES and CalRecycle will work with the affected County(ies) to clear the debris, provide state certification of cleanup for the individual sites, and track and provide costs to the County(ies) for insurance recovery on a per lot basis.

This set of Special Provisions may only be updated pursuant to the terms of the contract, such as an Amendment Process.

1.1 Purpose

The purpose of these Special Provisions is to describe a detailed approach to managing the assessment, monitoring, and removal of structural and vegetative debris. It also describes a detailed approach to the removal of asbestos-containing material (ACM), metals, vehicles, ash and debris, hazard trees, contaminated soil, and other hazardous material resulting from a proclaimed disaster. These Special Provisions are based on CalEPA's "[Guidance for Conducting Emergency Debris, Waste and Hazardous Material Removal Actions Pursuant to a State or Local Emergency Proclamation](https://calepa.ca.gov/wp-content/uploads/sites/6/2019/06/Disaster-Documents-2011yr-GuideRemoval.pdf)," dated October 7, 2011 (<https://calepa.ca.gov/wp-content/uploads/sites/6/2019/06/Disaster-Documents-2011yr-GuideRemoval.pdf>). This guidance document identifies best management practices (BMPs) for undertaking the removal of debris and hazardous materials (including asbestos) from residential structures. These BMPs and Special Provisions provide a consistent approach to conducting removal and cleanup actions to protect response personnel, the surrounding community, public health, and the environment. This document does not specifically address the removal of debris from non-residential (i.e., commercial, industrial, public) properties; however, depending on the type of debris, the methods and procedures can be the same. If non-residential properties are added to the list of eligible properties, special considerations will be taken into account as described in these Special Provisions.

1.2 Objective

The objective of these Special Provisions is to meet the above-stated purposes and to detail processes and procedures for debris removal operations and will provide both the A&M Contractor and the DDHTR Contractor guidance for state-sponsored Disaster Debris Removal Program and to mitigate known hazards and dangerous conditions to limit the impacts to the public, the affected County(ies) and the surrounding environment.

2 PROGRAM OVERVIEW

2.1 Site Description

Debris generated by the disaster and within the disaster area described in the Operation Specific Scope of Work and the Contract documents generally consist primarily of residential disaster and hazard tree vegetative debris. This debris may also be sourced from non-residential properties, as included by the User Agency.

2.2 Site Eligibility

The intent of the disaster debris removal program is to remove destroyed single-family homes, residential structures, and other eligible debris destroyed by the declared fires so that the property owner can rebuild on their property. The User

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Agency, with input from the state, may deem other structures to be destroyed on a case-by-case basis.

Mobile Home Parks are not automatically part of the Debris or Tree Removal Operations. They may be included in the program on an as-approved basis. If mobile home parks are deemed eligible by the User Agency, then each mobile home park will be considered for compensation based on the User Agency's bid schedule for the DDHTR Contractor.

The debris program does not cover structures smaller than one hundred, twenty (120) square feet, fencing, trees other than those described in the "Hazard Tree Assessment" section, a single vehicle with no other debris fields or structures, or other debris less than ten (10) cubic yards unless approved in advance by the User Agency. The debris program also does not cover cannabis, greenhouses, or other structures related to cannabis growing, drying, or processing unless approved in advance by the User Agency. The program also does not cover illegal dumps, landfills, other disposal areas unless approved in advance by the User Agency.

Only parcels for which the property owner has submitted an ROE permit will be included in this program unless otherwise designated by the State IMT and local government. Public rights-of-way (ROWS) may also be included for the purposes of hazard tree removal if approved by the State IMT.

Non-residential, commercial, industrial, and public properties (i.e., schools, local and state parks, camps, and other public structures) may be included in this operation, as determined by the User Agency, on a case-by-case basis. If such facilities are determined to be included in this program, the User Agency will compensate the DDHTR Contractor based on the User Agency's bid schedule. For mixed-use or changed use of properties (e.g., former commercial properties converted to residential or other such circumstances), the User Agency will make the final determination as to whether the property is to be reimbursed as a residential, public, or commercial property.

Non-residential Parcels may also require waste profiling and characterization prior to debris removal. The A&M Contractor will be responsible for conducting any required waste profiling and characterization if requested by the User Agency, as described in Section 5.4.

In certain limited scenarios, the User Agency may direct the DDHTR Contractor to provide demolition services. For the purposes of this operation, demolition is defined as the removal of structures with more than one wall standing. If demolition is authorized, the A&M Contractor shall track all costs and work associated with the parcel where the demolition occurred separately. The demolition of structures, including dropping standing walls, is included within the scope of this agreement, subject to the site-specific approval of the User Agency.

2.3 Site Characterization

Based on past studies of burned residential homes and structures from large-scale wildland fires, the resulting ash and debris from residential structures burned by fires can contain toxic concentrated amounts of heavy metals such as antimony, arsenic, cadmium, copper, lead, and zinc. Additionally, the ash and debris may contain higher concentrations of lead if the home was built prior to 1978, when lead was banned from household paint in the United States. These heavy metals are discussed in numerous studies, including Attachment C, "Assessment of Burn Debris - 2015 Wildfires Lake and Calaveras Counties, California" (Geosyntec for DTSC 2015). The presence of these heavy metals can have significant health impacts on individuals, individual properties, local communities, and watersheds if the ash and debris are not removed promptly.

The residual materials, including, but are not limited to, stucco, roofing, floor tile, linoleum, fireplaces, furnaces, vinyl tiles and mastic, sheetrock and joint compound, cement pipe, exterior home siding, thermal system insulation, concrete and mortar, and other building materials commonly used in homes built before 1984 may also contain other chemicals of concern such as asbestos.

Additionally, wildland fires can kill or seriously damage a great number of trees, resulting in a significant risk to the public as the impacted trees are more likely to fall onto public thoroughfares and other infrastructure.

2.4 Known Hazards

The type and number of known hazards will depend on specific conditions of each incident and each property within the incident, such as how much of the structure is remaining, age of the structure, building materials used, and damage level of the site trees on-site. If only ash and debris are present, the site is expected to contain elevated levels of heavy metals and possibly asbestos.

The California Department of Toxic Substances Control (DTSC) or the United States Environmental Protection Agency (US EPA) will conduct a Phase 1 – Assessment and Removal of Household Hazardous Wastes prior to Phase 2 – Disaster Debris and Hazard Tree Removal Program Operation that these Special Provisions contemplate. A part of Phase 1 work includes the preliminary hazardous waste assessment for asbestos-containing material (ACM) and removal of bulk quantities of ACM in the impacted area soon after the fire. ACM has been commonly found in debris removal Operations, especially in structure construction that precedes the mid 1980's. If DTSC/USEPA finds possible ACM and/or removes bulk ACM and/or other hazardous materials on individual properties, they will report these findings directly to User Agency. User Agency will, in turn, notify the A&M Contractor and DDHTR Contractor's ACM Removal Crews of these findings prior to crews being deployed to

these properties. All responders should be aware that asbestos is a human carcinogen with no known risk-free levels of exposure.

The ACM found in the disaster debris will likely be highly friable, which allows asbestos fibers to be more easily released into the air during windy conditions and debris removal operations. Other hazardous materials will likely include heavy metals concentrated in the ash and debris and silica dust released when working around and removing concrete slabs and foundations. Silica is known to be a human carcinogen. Its potential presence must also be taken into consideration when developing a Health and Safety Plan for the Operation and the local Community.

All personnel should be aware that asbestos is a human carcinogen with no known risk-free levels of exposure.

Therefore, worker safety statutes and regulations for handling ash with heavy metals, such as lead and asbestos, shall be followed at all times.

2.5 Worker Safety

All A&M Contractor, DDHTR Contractor, and subcontractor personnel shall prepare and operate under their own Site Specific Health and Safety Plan developed and signed by a certified industrial hygienist, or other registered safety professional, working for or hired by the A&M Contractor and separately the DDHTR Contractor. The presence and disturbance of asbestos and heavy metals are the primary health hazards that need to be addressed in these Health and Safety Plans. Also, the falling of damaged and potentially dangerous dead and dying trees and limbs impacted by the fires is expected to be another major safety issue.

Fall hazards are present on sites with chimneys, partially remaining structures, and burned trees. Physical hazards (i.e., slips, trips, and falls) are also present from exposed foundations, glass, metals, and debris. Additional hazards may be present if hazardous materials or medical wastes are discovered during the removal. Utilities such as (i.e., electrical, gas, cable, telephone, dead/dying or damaged trees, and sewer) are unmarked and must be accounted for during debris removal operations. Sometimes, wildfires may even burn out underground tree root systems resulting in dangerous underground holes that could collapse when loaded by personnel and/or equipment. The weather may also pose hazards from excessive heat, lightning, rain, and high winds.

Site personnel shall operate vehicles and equipment in a safe manner to ensure the safety of its employees and the public, pay particular attention to operations around local roads, and take all necessary and reasonable precautions. Site personnel must identify and document the number and location of downed power lines, dangerous trees, chimneys, and underground utilities.

Since fire debris removal Operations contain ash with elevated levels of heavy metals, silica, and/or friable asbestos, an exclusion zone must be established around each site during removal by the DDHTR Contractor. All personnel entering and leaving the exclusion zone shall be Hazardous Waste Operations and Emergency Response (HAZWOPER) trained and certified, respirator trained and medically cleared to use respirators, and to wear Level C protective personnel equipment (PPE), including Tyvek coveralls depending on the work zone and hazard level. Other PPE required for working in heavy equipment worksites should be worn as designated in the A&M Contractor's and DDHTR Contractor's Health and Safety Plans. To reduce exposure, site personnel shall use designated eating areas exterior to the exclusion and transition work zone and handwashing stations.

The DDHTR Contractor shall also be aware of and prepared for providing instruction and necessary PPE for other hazards such as pandemics (i.e., Covid-19, etc.) and other local or regional health concerns.

2.6 Operation Cost Tracking

Operation costs that can be directly attributed to an individual property shall be tracked by both A&M Contractors and DDHTR Contractors on a per Assessor's Parcel Number (APN) basis. These are designated as "individual property costs." Other costs that cannot be directly attributed to an individual property but are necessary as part of the success of the operation, such as IMT approved community cost, include, but are not limited to the following:

- A. A&M Contractor and DDHTR Contractor Delays and Non-Workdays,
- B. Operational Crew Mobilization/Demobilization,
- C. Operation management,
- D. Community health and safety activities, and
- E. Community air monitoring activities.

In the event costs are incurred relating to public properties such as government buildings, certain schools, and institutions, those costs will be tracked pursuant to written direction provided by the User Agency's Contract Manager (CM). In all cases, A&M Contractors and DDHTR Contractors are required to track costs with a sufficient level of detail, redundancy, and integrity necessary to meet the provisions in the User Agency Contract.

2.7 Operation Roles and Responsibilities

The debris removal operation will be managed per the User Agency Contract and, in particular, by these Special Provisions set as part of the Contract. This Operation

will be managed in accordance with the Standardized Emergency Management System (SEMS), utilizing the Incident Command System (ICS) for field response. ICS is the model management tool used in disaster response and recovery scenarios for the command, control, and coordination of all agencies and/or private entities working on an incident. The User Agency and/or other State Agencies will likely fill all of the following positions (listed in these Special Provisions), including Incident Commander (IC), Planning Section Chief (PSC), Finance Section Chief (FSC), Operations Section Chief (OSC). The A&M Contractor will likely fill the following positions: Branch Directors (BDs), Division Supervisors (DSs), Task Force Leaders (TFLs), and other specific positions used to manage these operations. User Agency's CM will directly manage the A&M Contractor and DDHTR Contractor.

During the course of this operation, the Joint Field Office (JFO) Planning Section, in coordination with the PSC, will publish the Incident Action Plan (IAP) once every operational period. The length of an operational period is determined by need, as determined by the State Coordinating Officer. The IAP will contain the specific personnel assigned to the various roles in the operation. The IAP will contain the contact information for the personnel assigned to the operation.

2.8 Documentation

The A&M Contractor will document activities for each individual site according to the procedures established by the IMT and CM. Photographs taken before, during, and after debris removal shall include the property address, either by using the installed Operation sign or whiteboard with full address if the Operation sign is unavailable. Alternatively, the A&M Contractor shall include GPS coordinates affiliated with these photos. The TFL will document all relevant activities and property conditions, including issuing tickets for each truck that transports debris or other materials from the property on which debris removal is occurring.

The User Agency A&M Contractor(s) will collect and organize all site and administrative documentation and make the documents available electronically. The User Agency A&M Contractor(s) will also review the DDHTR Contractor invoices and recommend payment for User Agency. The tracking and documentation will be consistent with the current FEMA debris removal standard for reimbursement as practicable (whether or not this is a federally funded operation).

A. Electronically Collected Property and ROW Data

All A&M Contractor electronically collected data shall be compatible with existing State data management systems such as ArcGIS, ESRI products, etc. A&M Contractor databases should be available for integration and syncing with State systems via an API interface. Documentation of and data related to complete operational and financial work shall be retained until twelve (12) months after the termination of the A&M Contract and in a system that allows for State access and

review within twenty-four (24) hours of data entry on a daily basis. Parcel-specific documentation and data will be robust enough to support:

- 1) Operational scheduling and project planning.
- 2) Public-facing information platforms such as maps and dashboards.
- 3) Requests for information from property owners.
- 4) Cost recovery requirements.

B. Track and Log Each Truck

The DDHTR Contractor Debris Trucks, Water Trucks, Street Sweepers, and other operational equipment deemed appropriate by the IMT will be equipped with GPS devices and/or capabilities provided by the A&M Contractor. These devices shall be operational during the workday so that the DDHTR Contractor, the A&M Contractor, and the IMT can keep track of all DDHTR Contractor vehicles during the operation for safety purposes and to monitor productivity. The Trucks will be tracked to assure they are where they are expected to be per the properties and end use facilities that they have been directed to haul their loads to.

C. Record Trucks Identification Numbers

All DDHTR Contractor Trucks will be provided a placard or other visible means of identification as part of the Operation to be displayed prominently to identify trucks that are part of the operation. These placards shall be provided for each truck once they pass their DOT inspections, conducted as part of this operation. Trucks will also be given a barcode sticker to be placed externally on the truck in an easily accessed location by the A&M Contractor in order to more easily identify the specific truck as it enters a debris removal site and an end use facility. Placards shall be covered when a truck is being used for a non-DDHTR Contractor directed use.

D. The A&M Contractor shall collect and track renewable diesel fuel usage by the DDHTR Contractor on a monthly basis and keep the User Agency apprised on a regular basis.

E. The DDHTR Contractor commits to use only renewable diesel fuel with a minimum of ninety-five (95) percent renewable diesel for in-use off-road diesel-fueled vehicles and equipment subject to 13 CA Code of Regs § 2449. This requirement is described in further detail in Section D item 28) below.

F. Collect and Organize Debris Removal Documentation Through Web-Based Database

The A&M Contractors shall collect, organize, and maintain all project-related documentation utilizing GIS and other database software as described in the A&M Contractor Agreement "Scope of Work, Both Operations: Section A. GIS Services."

G. Prepare Site-Specific Final Reports and Database

The A&M Contractor shall prepare final reports summarizing work completed on each property or ROW segment and provide a summary of costs incurred on that property as described in the A&M Contractor Agreement "Scope of Work, Section 5.E.2 Project Completion Documentation".

Also, provide an overall operational report of work completed, including EPP compliance and any issues encountered and how they were addressed.

3 OVERVIEW OF OPERATIONS

3.1 Overview of Operations (DDHTR Contractor, A&M Contractor)

The operation will follow a systematic approach to removing debris off the property. The overall work in the operation will be divided up among technical A&M Contractors, local, State, and possibly Federal agencies, and DDHTR Contractors. The debris removal sequencing is outlined below, work outlined is delineated by the DDHTR Contractor described as and the A&M Contractor:

A. Initial Burn Scar Areas Reconnaissance:

- 1) Obtain, analyze, and evaluate burn scar area-wide background soil samples to inform the preparation of the operational cleanup goals (A&M Contractor).
- 2) Obtain, analyze, and evaluate background air quality to establish safe levels for the project (A&M Contractor).
- 3) Identify water (dust control and street sweeping, etc.) and electrical sources and obtain permits as required (DDHTR Contractor).
- 4) Identify equipment and material staging area (DDHTR Contractor).
- 5) Identify materials disposal and recycling options (DDHTR Contractor).
- 6) Identify and document immediate Erosion Control needs to protect waterways from contamination by hazardous ash and debris (A&M Contractor + DDHTR Contractor, County, and the State Watershed Task Force (SWTF)).

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- 7) Perform Vehicle Identification Number verifications (or vehicle abatements or adjudications) prior to removal of burned vehicle hulks ((appropriate State or Local law enforcement or authorized public agency employees)).
 - 8) If it is not possible to conduct such abatements on-site, then the DDHTR Contractor shall provide a permitted site at which such abatements can occur off the debris removal APNs where such abatements can occur safely, by the appropriate State or local law enforcement or authorized public agency employees.
 - 9) Conduct initial visual and video survey of roadways and infrastructure along those roads that the debris cleanup operations could potentially impact. These videos will be used to compare with a visual review of the same roadways at the end of the operation; therefore, they must be of quality to assist in assessing the likely impact of the operation on these roadways. Prepare engineering reports of road conditions if requested to do so by the User Agency (A&M Contractor).
- B. Initial Environmental Assessment of the Burn Scar Areas (State or User Agency or A&M Contractor as directed by the User Agency):
- 1) Evaluate Federal National Environmental Policy Act (NEPA – for Federally-funded operations or operations located on federal lands) requirements for the protection of the environment including, but not limited to surface water, endangered species, and cultural resources as required by law, consultation, and California Environmental Quality Act (CEQA) requirements and in the EPP. The EPP includes the required best management practices (BMPs) and Avoidance and Minimization Measures (AMMs) from Federal consultation to be implemented by the DDHTR Contractor as part of the Operation (State, User Agency, or A&M Contractor as directed by the User Agency).
 - 2) Develop an Operation Specific EPP (User Agency or A&M Contractor as directed by the User Agency)).
 - 3) Coordinate with local, state, and federal resources agencies with respect to these requirements when conducting work (DDHTR Contractor).
 - 4) Develop an Operation Specific EPP (State's Environmental Task Force).
- C. Individual Property Site Assessments, Asbestos Surveys, and Hazard Tree Assessments:
- 1) Install individual address signs for each property with a signed ROE. This new sign will assist in the accountability and direct emergency services to the proper address. A&M Contractor will also Contact Underground Service Alert

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(USA) or other utility locator service to verify the location of the sign will not impact local utilities (A&M Contractor).

- 2) If properties in the operational area are on septic systems, identify septic tank and leach field locations on each property (To be verified by: 1. Property Owner through ROE, 2. City/County, 3. A&M Contractor, and 4. DDHTR Contractor to mark). DDHTR Contractor is ultimately responsible for damaged septic tanks and leach field systems) (All).
- 3) Identify water wells on properties not serviced by the local water agency (1. Property owner, 2. City/County, 3. A&M Contractor).
- 4) Photograph each site from all sides to document all aspects of the property, both burned and non-burned items (A&M Contractor).
- 5) Sketch property boundaries, including ash/structure footprints, and delineate locations of visible septic tanks, leach fields, water sources, imminent threat hazards to the DDHTR Contractor. Describe the type of foundation(s), sketch other hardscapes and vehicles (A&M Contractor).
- 6) Sketch and record ash footprints in addition to structures (i.e., vehicles, equipment, ATVs, trailers, recreational vehicles), creek beds, culverts, bridges, etc., (A&M Contractor).
- 7) Identify and photograph other property-specific hazards (i.e., swimming pools, retaining walls, basements, chimneys, partial walls, hazardous trees, large vehicles, propane tanks) (A&M Contractor).
- 8) Conduct Mercury and Radiological site survey sweeps, with ash and debris footprints on all program properties, using handheld equipment described in Sections 5.6 and 5.7 below.
- 9) Identify and contact the Owner of large partially damaged or undamaged propane tanks (A&M Contractor).
- 10) A&M Contractor's Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to conduct surveys to identify, sample, and analyze results for suspected gross asbestos-containing materials, including concrete foundations and mortar (A&M Contractor).
- 11) If Chimneys or partial walls are to be knocked down for asbestos assessment crews to assess for ACM, Contact and obtain permits from the local Air Quality Management District (AQMD) or State Air Resources Board (ARB), whichever is the regulating agency, a minimum of one (1) week prior to knocking down chimneys or partial walls regarding NESHAP notification, if necessary. Document CAC clearance of abated parcels (A&M Contractor).

- 12) The A&M Contractor's Task Force Leader or Crew Leader assigned with the chimney tipping crew shall contact the property owner no less than twenty-four (24) hours prior to DDHTR Contractor tipping a chimney to verify if the property owner wants to be present or has any items to be saved. The A&M Contractor shall inform the Chimney tipping crew of any limitations or concerns prior to commencing with the chimney tipping.
- 13) Knock down Chimneys and/or partial walls for CAC/CSST to safely assess them for asbestos-containing materials (DDHTR Contractor).
- 14) Assess the parcel or segment of right-of-way (ROW) for eligible hazard trees, as described in the "Hazard Tree Assessment" section (A&M Contractor), and danger trees threatening the ability of the debris crew to work safely (DDHTR Contractor).
- 15) Ensure placement of biodegradable erosion control BMPs for immediate protection of waterways, culverts, drainage inlets, etc., after debris and hazard tree (if any) removal (DDHTR Contractor).
- 16) If non-residential properties are added to the Operation, the A&M Contractor shall provide the following services for each such property:
 - a) Evaluate the property based on zoning.
 - b) If the presence of hazardous materials is clearly a concern or unknown, conduct an Envirostor search (DTSC website).
 - c) If the presence of hazardous materials is still unclear, conduct an Environmental Site Assessment (ESA) by soliciting historical parcel data from Environmental Data Resources, Inc. (EDR) or an equal provider.

If the results indicate the possibility of hazardous materials A&M Contractor shall prepare a soil sampling plan, similar to the one in the Special Provisions Section 7.1. analyzing for all appropriate constituents of concern for purposes of proper disposal of materials removed.

D. Disaster Debris Removal (DDHTR Contractor, A&M Contractor).

- 1) Utilizing qualified biologists, assess, monitor, and document identified endangered species using USFWS Qualified Biologists, nesting birds (during the season), cultural resources using Secretary of the Interior Qualified Archaeologists, water quality permits, and stormwater (A&M Contractor).
- 2) Check for underground utilities by alerting Underground Service Alert (USA) for public right of way (DDHTR Contractor).

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- 3) Check for underground utilities by using an independent private utility locator service for private ROW, if necessary (DDHTR Contractor).
- 4) Acquire necessary encroachment permits for work along public roadways from appropriate agencies, including California Department of Fish and Wildlife, Caltrans, County, City, Town, etc. (DDHTR Contractor).
- 5) Remove gross asbestos-containing materials for those properties where asbestos is found or suspected as identified by the A&M Contractor's CAC/CSST (DDHTR Contractor's ACM Removal entity).
- 6) Remove privately owned, fire-damaged propane tanks, less than thirty (30) gallons that have been marked as non-hazardous (DDHTR Contractor).
- 7) Remove privately-owned, fire-damaged propane tanks thirty (30) gallons or larger if directed to do so by the User Agency. DDHTR Contractor's safety officer shall prepare a detailed plan, to be approved by the IMT, describing the process of how the DDHTR Contractor will safely render thirty (30) gallon or larger fire damaged propane tanks non-hazardous and remove them for recycling after checking with the A&M Contractor and the IMT that the tank should be removed (DDHTR Contractor). The plan should include the removal of tanks that may have residual propane. These plans may include hiring a third party to assist in rendering the tank safe and tank removal.
- 8) Initiate contact with property owners twenty-four (24) to forty-eight (48) hours prior to commencement of debris removal and hazard tree removal to notify them of the estimated commencement of debris removal and hazard tree removal (if any) activities. If unable to establish contact, document the number of attempted contacts and who authorized debris removal to move forward (A&M Contractor).
- 9) Prior to any debris removal activities, A&M Contractor's TFL and DS to conduct a 360-degree Site Walk with the DDHTR Contractor's Crew Lead/Operator prior to commencing with any site work (including debris consolidation), review the property owner's ROE comments and requests, verify the extents 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, drop-offs, etc.), or that the property owner wishes to keep. A&M Contractor to mark such items clearly and, if applicable, relocate such items on top of plastic and away from the immediate on-property debris removal operational area. Determine how and where the operator intends to load the trucks. Determine limits of the Exclusion zone.
- 10) Fell danger trees that are an imminent threat to the Debris Removal Crew (DDHTR Contractor).

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- 11) Remove any existing erosion control BMPs, such as wattles or compost socks and sediment collected. These BMPs must be removed with ash and debris loads, as they are presumed to have captured fire debris runoff from the structural debris footprint (DDHTR Contractor).
- 12) Remove vehicles for recycling or disposal in accordance with the IMT's direction on VIN verification. If VIN verification cannot be performed on the property, The DDHTR Contractor shall provide the state with one or more locations at which the state or local government can safely verify VINs for each vehicle, then transport vehicles for recycling or disposal (DDHTR Contractor).
- 13) The A&M Contractor shall open a ticket for each vehicle that is removed from the property and delivered to a separate VIN verification site. A vehicle ticket will be closed upon arrival of that vehicle at a recycling or end use facility (A&M Contractor).
- 14) The DDHTR Contractor should take into consideration that the vehicles will not necessarily be abated/adjudicated on the same day it arrives at this(ese) locations. Therefore, these abatement locations may need to be sized to accommodate vehicle storage to support the vehicle:
 - a) Delivery rate
 - b) Abatement rate and
 - c) The removal rate for recycling.
- 15) For the purpose of this MSA, it is assumed that for a:
 - a) Category 1 Operation the vehicle capacity should be assumed to be fifty (50) vehicles.
 - b) Category 2 Operation the vehicle capacity should be up to two hundred (200) vehicles.
 - c) Category 3 Operation the vehicle capacity should be up to five hundred (500) vehicles.
- 16) Collect, consolidate, and remove metals for recycling (DDHTR Contractor).
- 17) Collect, consolidate, and remove ash and debris for disposal. The equipment operator shall take care to minimize the mixing of ash, debris, and concrete with the underlying soil (DDHTR Contractor).
- 18) Collect, consolidate, and remove concrete for recycling (DDHTR Contractor).

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- 19) Collect, consolidate, and remove six (6) inches of contaminated soil from the ash and debris footprint for disposal or landfill reuse for cover soil, as determined by the CM, in support of the IMT (DDHTR Contractor).
- 20) Document all of the above-mentioned debris loads (metal, ash, debris, concrete, contaminated soil) by opening a load ticket for each load that leaves the property. Load tickets shall be issued at the parcel of origin and closed upon arrival at the end use facility. Load tickets shall include the parcel of origin APN, name of end use facility, tonnage, and date and time of departure from property and arrival at the end use facility (A&M Contractor).
- 21) Cap all sewer lines and/or water lines found open or damaged due to debris removal (DDHTR Contractor).
- 22) Finish grading/smoothing ground surface (if applicable). Multiple burned areas should not be smoothed together to avoid cross-contamination of soil (DDHTR Contractor, A&M Contractor to monitor).
- 23) Place any remaining HHW on a sheet of plastic near the property entrance (DDHTR Contractor).
- 24) Contact the DTSC contact person to place such items on the DTSC "milk run" list for DTSC's contractor to pick up at their convenience (User Agency or A&M Contractor if directed by the User Agency).
- 25) A&M Contractor TFL, together with the DDHTR Contractor's laborers, 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. If applicable, ensure that trip hazards are identified with brightly covered spray paint, impalement hazards are capped or cut to grade, and that temporary fencing is installed around any fall hazards or holes. Any damage to the property, utilities, or other private property caused during debris removal shall be documented by the A&M Contractor (A&M Contractor and DDHTR Contractor).
- 26) The TFL shall contact both the A&M Contractor DS (or designee) and the User Agency OSC, or designee, with at least an hour or more of lead time before they can conduct the intermediate site walk to confirm that the site is sufficiently cleaned of debris and should be cleared for soil sampling. Then the DDHTR Contractor's crew can mobilize to the next assigned site on the PSC's runway.
- 27) Prior to forecasted storm events, install temporary BMPs on active properties near waterways, as directed by the User Agency's OSC and approved by the IMT and the CM. (DDHTR Contractor).

- 28) The DDHTR Contractor shall use only renewable diesel fuel with a minimum of ninety-five (95) percent renewable diesel for in-use off-road diesel-fueled vehicles and equipment subject to 13 CA Code of Regs § 2449. This requirement:
- a) Applies to work that the DDHTR Contractor (including subcontractors) perform.
 - b) Applies to heavy equipment, including but not limited to excavators, skid steers, cranes, specialized heavy-duty tree felling equipment, chippers, grinders, and other off-road diesel-fueled equipment.
 - c) Applies to debris and woody materials on-road transport vehicles.
 - d) Does not apply to vehicles registered to operate on public roads when those vehicles are used solely to deliver materials, supplies, or fuels to the job sites. Renewable diesel is a biomass-based diesel fuel that meets the ASTM D975 specification for diesel fuel.
 - e) DDHTR Contractor shall provide, at a minimum, regularly scheduled reports documenting the satisfaction of this requirement. The DDHTR Contractor shall submit a final report providing cumulative data and reporting requirements prior to User Agency's Final Payment. DDHTR Contractor shall submit reports at regular intervals throughout the term of the Agreement based on the User Agency's Contract Manager's direction. The User Agency may choose to use the A&M Contractor to keep track of the renewable diesel fuel usage.

E. Confirmation Sampling (A&M Contractor):

- 1) Sample and analyze soil, as described in the User Agency Soil Sampling Plan (A&M Contractor).
- 2) Compare soil results to cleanup goals developed by the A&M Contractor (A&M Contractor and the User Agency's OSC or designee).
- 3) If results exceed cleanup goals, another layer of soil will be removed from the specific area that exceeded these goals, as directed by the User Agency's OSC or designee, for disposal (DDHTR Contractor) and the site re-sampled (A&M Contractor).
- 4) If applicable, other means and methods may be utilized to meet soil cleanup goals such as soil borings or X-ray fluorescence (XRF) analysis (A&M Contractor at the direction of the User Agency's OSC or designee).

F. Implement Erosion Control (DDHTR Contractor. A&M Contractor – monitors and documents).

- 1) If results are less than or equal to cleanup goals and are approved by the User Agency or designee, the DDHTR Contractor shall prepare the site for final erosion control (DDHTR Contractor) and certification (A&M Contractor).
- 2) Place required storm water best management practices to control sediment runoff from each remediated property, as identified in the EPP and Section 8.1 Erosion Control Methods, or as otherwise directed by the User Agency's OSC or designee. Typically, erosion control is placed on the downstream side of structure footprints where debris was removed, including the placement of wattles or compost socks and hydromulch (no seeds) (DDHTR Contractor).

G. Hazard Tree Felling

- 1) Review the hazard tree assessment prepared for each property with the A&M Contractor's Arborist and/or TFL to determine if prepared prior to commencing with the debris removal work. The hazard tree felling crew supervisor will decide how the tree felling will be accomplished and inform the TFL prior to commencing work. No hazard trees will be felled in structural ash and debris. If it is, the tree and all its cuttings and grindings shall be considered ash and debris and disposed of as such (DDHTR Contractor and A&M Contractor).
- 2) Submit permits required by forest practice rules for felling and transporting trees to end use facilities (DDHTR Contractor's LTO with support of the A&M Contractor's RPF).
- 3) Assess, monitor, and document identified endangered species using USFWS Qualified Biologists, nesting birds (during the season), cultural resources using Secretary of the Interior Qualified Archaeologists, water quality permits, Forest Practice Rules, and stormwater (A&M Contractor).
- 4) Fell hazard trees as identified and marked by the A&M Contractor's Arborist, stumps will be flush cut (within 6-inches) to existing terrain surface or as required in local government encroachment permits. No stumps will be removed unless pre-approved/directed by the IMT (DDHTR Contractor).
- 5) Perform monitoring, oversight, and documentation of the felling and removal of every Hazard Tree removed. Open a ticket for each arborist marked hazard tree felled (A&M Contractor).

- 6) Document with the IMT approved GIS (ESRI) – or compatible data collection software, all hazard trees removed, to include the following items (A&M Contractor):
 - a) Photograph after removal showing the identification number on the remaining stump.
 - b) Date of removal.
 - c) GPS coordinates of each tree felled.
- 7) Once the marked trees are felled, limbs and tops are processed as necessary and cleared off of each property; the TFL shall document and mark the tree stumps with their original markings (prior to cutting) and take a photo and GPS the stump location. This information shall be logged into the A&M Contractor database, undergo a thorough quality control check, and be accessible by the IMT by the next day (A&M Contractor).

H. Hazard Tree Removal.

- 1) Felled hazard trees and other vegetative debris will be collected and removed from the site within one (1) week (seven (7) days) of felling or as directed by the User Agency's Operations Lead (OSC or Debris Group Supervisor, as applicable). Trees may be chipped directly into trucks on site, transported to a Hazard Tree Processing Yard for processing, or hauled directly to wood material end use facilities at the discretion of the DDHTR Contractor. A small amount of chips may be left on site for erosion control purposes as defined in the EPP and these Special Provisions. In some instances, at the discretion of the User Agency's OSC and State environmental lead, vegetative debris may be "lopped and scattered" if the process of removal may cause environmental harm. Such activities must meet the forest practice rules and the permit(s) requirements. (DDHTR Contractor).

I. Documentation Tracking and Consolidation (A&M Contractor).

- 1) Document all activities on each site, such as property owner interaction, daily truckloads, etc.
- 2) Track and log each truck used and the total quantities and types of materials transported to landfill or end use facility.
- 3) Record truck's identification numbers and type of material removed by each truck from each property.
- 4) Collect and organize DDHTR documentation through a web-based database.

- 5) Prepare site-specific final reports and database (at CM's direction) for delivery to User Agency. These reports shall be finalized within three (3) months after the final property sign-off (FSO) report has been signed by the User Agency's OSC or designee.

3.2 Incident Action Planning

During the course of this operation, the PSC will publish the Incident Action Plan (IAP) once every operational period. The length of the operational period will vary depending on the incident and can vary throughout the operation. The IAP will contain the incident objectives, specific personnel assigned to the various roles in the operation, work assignments, safety information, and contact information.

The Incident Action Plan will be developed pursuant to the Action Planning Process, which is summarized below:

- A. Objectives Meeting: The IMT will review progress over the prior operational period, anticipated resource availability, limiting factors, and strategic goals to set objectives for the operational period. This meeting may be held informally or as part of other IMT meetings.
- B. Tactics Meeting: The OSC and PSC will lead a Tactics Meeting with all Contractors (both A&M Contractor and DDHTR Contractor) to establish resource orders and work assignments necessary to meet incident objectives.
- C. Planning Meeting: The OSC and PSC will present the Incident Action Plan to the IMT and stakeholders for comment, review, and approval.

4 PRELIMINARY OPERATIONS

4.1 Permits

All on-site debris removal work will be performed between the hours of 7:00 a.m. to 6:00 p.m. PT, Monday through Saturday, or adjusted as specified by local noise ordinances. Debris removal crews may commence pre-work health and safety briefings at the beginning of a shift and post-shift meetings at the end of shift, outside of these allowed operational hours, which should not impact compliance with the noise ordinance.

Table 4 lists the requirements and permissions anticipated for the Operation.

Table 4. Summary of Permit Requirements

Requirement/ Permission	Entity Responsible for Obtaining	Comments
Property owner Site Access/ Authorization for ROE and Access only ROEs	Counties	Owners require executed forms before work can begin on their property.
Property owner Access only Agreement	Counties	Executed forms from non-User Agency program property owners to provide access to properties that are part of the User Agency program.
California Environmental Quality Act (CEQA)	Exempt	Operations undertaken, carried out, or approved by a public agency to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed because of a disaster are exempt from CEQA. Public Resources Code, sections 21080(b) (3), 21172; see also, 14 CCR 15269(a).
Section 1602 or 1610 Streambed Alteration, California Department of Fish and Wildlife (CDFW)	CDFW; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and/or A&M Contractor will consult with CDFW for removal of dangerously burned trees. Typically, the Operation does not include work in, or through, a streambed. If a stream crossing is necessary to access and remove burned debris, User Agency will consult with CDFW to determine whether work is consistent with the EPP or will need to submit a Lake or Streambed Alteration Program Notification of Emergency Work Permit to CDFW within fourteen (14) days of commencing with streambed crossing.
Federally Funded or on Federal Property Follow National Environmental Policy Act (NEPA)	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will Consult with FEMA or Federal lead agency regarding the debris removal operation and potential impacts on federally protected resources (i.e., waters of the US, etc.) endangered species, and historical and cultural

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
		artifacts, etc. to be addressed and incorporated in the EPP.
Federally Funded or on Federal Property -- Federal Section 7 Permit for Federally Endangered Species	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will consult with FEMA or Federal lead agency regarding the debris removal operation and potential impacts on federally endangered species or endangered species habitat as described in the EPP. Including the submission of final reports per the direction of the FEMA consultation with USFWS and/or NOAA Marine Fisheries Service. Maps will be produced using GPS at sub-meter accuracy.
Federally Funded or on Federal Property – Section 106 National Historic Preservation Act assessments	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will consult with FEMA, who will consult with the State Historic Preservation Office (SHPO) to determine if there are any archeological sites of interest/concern within the footprint of the debris removal operation. If so, determine how to mitigate, as addressed in the EPP. A&M will provide Archaeologists to perform assessment and monitoring and draft and submittal of final reports per the direction of the FEMA consultation with SHPO. Maps will be produced using GPS at sub-meter accuracy.
Federally Funded or on Federal Property ---- US Army Corps of Engineers (USACE) Non-Reporting Nationwide 33 Streambed crossing or	User Agency or its A&M Contractor	User Agency PSC, OSC, and/or its A&M Contractor will consult with the USACE regarding the applicability of the Nationwide 33 permit for the emergency response/recovery activities affiliated with the operation or whether a Regional General Permit to address CWA Section 404 is required. Permit applications will be submitted per February 10, 2016, Updated Map and Drawing Standards,

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
Regional General Permit to address Clean Water Act (CWA) Section 404 Regional General Permit for Clean Water Act Section permit		including the use of sub-meter accurate GPS readings for the Ordinary High Water Mark. As addressed in the EPP, a 401 Permit approval from the local Regional Water Quality Control Board (RWQCB) may be required.
401 Permit	CalEPA State Water Resources Control Board; User Agency or its A&M Contractor	User Agency's PSC, OSC, Environmental Unit Lead, and/or A&M Contractor will consult with the RWQCB and submit the information required for review and approval as addressed in the EPP.
Laydown and storage yards and other necessary operations supporting facilities will likely require National Pollutant Discharge Elimination System (NPDES) Stormwater permits	DDHTR Contractor for support facilities. Some support by the A&M Contractor	DDHTR Contractor will coordinate with the landowner, the City or County land use municipality, and the RWQCB to apply for and obtain NPDES permits as required and install and maintain necessary BMPs.
Road Use or Special Permits for accessing private properties from roads on Federal lands (BLM, USFS, etc.)	DDHTR Contractor for access across roads on federal lands. EHP support from the A&M Contractor. Plus, it may require additional assistance from state agencies and User Agency CM and /or OSC or designee.	Permits will require biological and historical preservation assessments and likely BMP protections to be installed, maintained, and ultimately removed.
CalFire Forest Practice Rules	DDHTR Contractor's LTO	Prior to felling any Hazard Trees, the DDHTR Contractor shall confer with the

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
Permits for Timber Harvest activities (1104.1b, 1039g, 1052).	to prepare, sign, and implement permit(s) and their requirements. May obtain assistance from A&M Contractor's RPF.	CalFire Regional Office and the RWQCB representatives to confirm necessary permits and/or confirm applicable exemptions, then submit obtain and implement required BMPs and AMMs, under A&M Contractor Forester's oversight and support.
County Encroachment Permit	DDHTR Contractor (May be waived)	Use of temporary trailers or storage units on County ROW will require the submittal of an application.
County Demolition Permit	User Agency (may be waived)	Counties to issue a blanket permit to demolish all structures destroyed by the fire under this program.
Air District Asbestos Demolition Permit/ Notification	User Agency (may be waived)	User Agency or its A&M Contractor will make appropriate notification to local Air Quality Management District (AQMD), California Air Resources Board (CARB), and/or Federal EPA for demolition of any remaining standing structures and chimneys that fall under the requirement, as necessary.
Site Hazardous Waste Transport	User Agency	User Agency will submit an emergency Department of Transportation (DOT) waiver to allow for the transport and consolation of hazardous materials at a predefined staging area within the immediate burn scar area.
Traffic Control (city, county roadways, and state highways)	DDHTR Contractor	User Agency DDHTR Contractors apply for and obtain all road and highway permits in support of these operations and will supply necessary signage as required by the permitting agency(ies).
Hazardous Waste Disposal	User Agency	User Agency will contact the DTSC if any household hazardous waste is found on properties. User Agency will direct DDHTR Contractors to place such materials at one location on each property and/or in an environmentally

Requirement/ Permission	Entity Responsible for Obtaining	Comments
		protective, safe, and secure storage area (as appropriate) and arrange for the DTSC to make special collection trips, "milk runs," to collect and appropriately transport and dispose of such materials.
Temporary Heliport Authorization	CalTrans	For temporary take-off and landing facilities related to debris or tree removal via helicopter.

4.2 Background Soil Assessment (User Agency/ A&M Contractor)

User Agency and its A&M Contractor will identify regions with potentially differing soil types within the footprint of the Incident. The A&M Contractor shall also review geologic maps and look for signs of anthropogenic disruptions such as mining operations, disposal sites, contamination from previous disasters, other such activities that could have an impact on the background soils sampling locations as well as on the confirmation soil sampling that will take place after the debris has been removed from program properties. A&M Contractor, with approval from User Agency, shall determine if levels above clean-up goals are the result of the incident fire ash and debris or from pre-existing conditions.

Soil samples in the vicinity but not in the ash impacted area will be collected and analyzed to establish the natural or anthropogenic occurring metal concentrations around the Incident. A California-certified laboratory will analyze these samples for California Code of Regulations (CCR) Title 22 metals. Samples will be collected. These samples will also be analyzed for moisture content which the A&M Contractor will use to correct the concentration of the metals to determine dry metals concentrations from analytical results.

In addition, if directed by the User Agency's OSC, baseline assessment samples shall be taken at truck staging areas and equipment yards. These samples shall be analyzed for CCR, Title 22 metals, Total Recovered Petroleum Hydrocarbons (TRPH), benzene, toluene, ethylbenzene, and xylene (BTEX) analysis by a California-certified laboratory. Results from these samples will be used to establish a baseline, and additional samples will be collected upon demobilizing to ensure no residual material or hydrocarbon spill was left behind. The DDHTR Contractor will be responsible for removing contaminated soils contributed by its operation in these staging areas, as verified by the A&M Contractor following appropriate predetermined soil sampling and analysis protocols.

4.3 Air Monitoring (A&M Contractor)

Prior to the commencement of debris removal, User Agency and its A&M Contractor will prepare an operation air monitoring plan that will be reviewed and approved by the User Agency's IMT. This plan shall follow all local, regional, state, and federal requirements for the types of activities included in these Special Provisions. The background, community, and debris removal property air monitoring will include particulate matter (PM 2.5), airborne metals, and asbestos.

Once the Air monitoring Plan is approved, the A&M Contractor shall collect background air monitoring samples to establish baseline levels for air contaminants collected from the community and highly sensitive receptor areas as determined by the User Agency's IMT or designee and the A&M Contractor. The A&M Contractor will include conducting debris removal property air monitoring on typically one-third of the properties that are actively having debris removed on a daily basis.

Once debris removal commences, ongoing air monitoring in the community and at the selected debris removal property will be performed as outlined in the User Agency's OSC approved Air Monitoring Plan. Community and selected debris removal property air sampling shall take place during debris removal operational hours only.

Air monitoring results shall be reviewed and submitted to the User Agency's OSC and/or Designee and the State H&S Officer within one (1) day of receipt of results from the analytical laboratory (on a maximum of seven (7) day turnaround schedule). The A&M Contractor shall flag any exceedances to the IMT.

4.4 Water Source (DDHTR Contractor)

The DDHTR Contractor will be responsible for obtaining water use permits, complying with permit conditions, and monitoring water usage from water hydrants or other approved and permitted water sources (i.e., lake, river, stream, etc.), using a meter or other required and approved method of tracking water usage. The State will identify a water source before DDHTR Contractor work commences.

4.5 Underground Utilities (A&M Contractor and DDHTR Contractor)

Notify Underground Services Alert (USA) at least forty-eight (48) hours prior to ground disturbing activities such as installation of the property address signs (A&M Contractor) and (DDHTR Contractor). Check for underground utilities by using an independent private utility locator service for private ROWs, if necessary (A&M Contractor and/or DDHTR Contractor).

4.6 Identify equipment and material staging area (DDHTR Contractor)

Each contractor will provide the location of their equipment/office staging areas and any additional temporary facilities that support debris and hazard tree removal operations.

Depending on the burn area and complexities of remote operations, the DDHTR Contractor may determine those temporary facilities, such as Temporary Debris Management Sites (TDMSs), storage facilities, laydown areas, vehicle adjudication facilities, equipment maintenance yards, and housing base camps, may be required to efficiently meet operational goals.

The Environmental Protection Plan (EPP) waiver coverage shall not likely apply to debris removal operations activities, such as those mentioned above, for which local agency permits may be required. The local agencies for each county will likely require the need to obtain:

- A. An Industrial General Permit from the Regional Water Board and develop a Storm Water Pollution Prevention Plan (SWPPP) and all applicable specific rules in the EPP.
- B. May require a land use permit, depending on the property zoning and local agency requirements.
- C. In some circumstances, soil sampling may need to occur before and after site usage.
- D. If the Operation is either federally funded or the temporary facilities are intended to be located on federal land, the Contractors shall work with the User Agency to consider these facilities for compliance under the National Environmental Policy Act (this process could take two weeks to ninety (90) days).
 - 1) In this case, the Contractor(s) shall produce a site-specific plan to the User Agency's Environmental Lead, including:
 - a) Address/Location.
 - b) Aerial map showing the active use boundaries.
 - c) Uses a description of the site.
 - d) A description of all uses and impacts, including if heavy equipment will be stored there, utility tie-ins, etc.
 - e) Contractor(s) shall have a USFWS qualified biologist perform a desktop review and field evaluation of the work site for Section 7 of the Endangered Species Act.
 - i. Provide CNDDDB and ECOS Critical Habitat review.
 - ii. Provide documentation of a field visit with photographs and notes.

- f) Contractor(s) shall have an SOI qualified archaeologist perform a desktop review and field evaluation of the work site for Section 106 of the National Historic Preservation Act.
 - i. Provide CHRIS review (keep confidential and forward to FEMA EHP).
 - g) If applicable, contractors will apply for Section 404 of the Clean Water Act permit, and 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.
 - h) Contractors will document that the site is not on the Hazardous Waste and Substances sites from DTSC's "Cortese list."
- 2) Contractor(s) shall be prepared to allow Local, State, Federal, or Tribal representatives to conduct environmental evaluations or follow up inspections.
- E. Consultation with ALL affected California Native Tribes, if any.
- F. Permits will be collected for Public Assistance and Environmental and Historic Preservation Records (send them to the Environmental Lead).

4.7 Temporary Debris Management Sites (DDHTR Contractor)

Temporary Debris Management Sites (TDMSs) generally consist of a temporary ash and debris stockpile, a protective berm, and operational areas allowing for trucking access. The site shall be enrolled for coverage under [State Water Resources Control Board Order WQ 2020-0004-DWQ](https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2020/wqo2020_0004_dwq.pdf)

(https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2020/wqo2020_0004_dwq.pdf), General Waste Discharge Requirements For Disaster-Related Wastes (General Order). A&M Contractor shall provide monitoring of Operations at TDMS, including community air monitoring services.

DDWTR Contractor shall note that the following conditions shall be enforced for the operation of the TDMS. The conditions are mandatory for its continued use. Violations of the conditions will be reported to the User Agency. If the IMT determines there is a violation, the DDHTR Contractor will be informed of such violations. A violation will incur a minimum delay in operations for twenty-four (24) hours. No inbound or outbound ash and debris transports can be processed during that time. Individual property ash and debris removal operations can continue but without the use of the TDMS. If a violation is not resolved within twenty-four (24) hours of notification from the Contract Manager, the closure plan will be triggered.

Health & Safety: The ash and debris stockpile area will be defined as an exclusion zone. DDHTR Contractor shall follow all exclusion zone procedures for the ash and debris stockpile area.

Operating Limit: The User Agency will define the maximum operating limit for each TDMS. A variance of ten (10) percent from the operating limit will be permitted. Any exceedance of the ten (10) percent variance will trigger a delay in operations for three (3) working days in which no inbound materials will be accepted. Temporary scales are used to determine the weight of inbound and outbound trucks. Materials can be removed outbound if it complies with the Dispatch of Trucks requirements.

The Operating limit will be calculated based on the quantity delivered to the end use facility. When they arrive at the approved end-use facility, pre-loaded truck quantities are subtracted from the pile quantity.

Site Operations Exclusion Zone: Includes all areas within the perimeter berm, not including the truck dumping and transfer truck loading zones. Staked red tape will designate the hot zone and shall be maintained. Level C Personal Protective Equipment (PPE) requirements shall be enforced within the exclusion zone.

Loading Zone: Includes the length of the longest anticipated transfer truck and trailer anticipated to be used by the DDHTR Contractor. A yellow caution taped off area of fifteen (15) feet wide by sixty-five (65) feet long section will be staked and maintained to designate the loading zone. This area will be identified as the warm zone. No materials will be dumped on the ground in the warm zone. Transfer trucks will be backed into and loaded within the loading zone. Materials spilled in this zone will be cleaned up prior to the transfer truck leaving the area and the next loaded truck being allowed to enter. This area will be inspected and cleaned once each transfer truck is loaded and at the end of the daily operations. If the underlying material is contaminated, it will be removed and replaced. The loading zone is located furthest away from all residents, the general public, or workers not affiliated with the TDMS.

Decontamination Zone: Includes an area for workers to put on and take off PPE as required in the Hot Zone. Decontaminate equipment and PPE items as needed in the work process.

Dispatch of Trucks: All trucks inbound and outbound shall be issued and carry truckload tickets. Loads inbound are received and dumped at the external edge of the hot zone. Loaders will transport the ash and debris to the excavator's debris pile and load the outbound transfer trucks. Outbound transfer trucks will only be loaded in the designated loading zone. As described above, the loading zone shall be specified and identified within the perimeter berm. Outbound trucks will receive their scale and load tickets to bring with them to the designated landfill expected to arrive on that same day. Outbound trucks can also be sent to the designated and approved pre-load site for

delivery the following day. Trucks will be issued load tickets the next day if there is no pre-load site and are not expected to arrive before the landfill closes.

Minimum staffing: DDHTR Contractor shall make a minimum of two (2) personnel available to operate the TDMS. A loading operator and dust control laborer is required for loading. Two laborers can work together to complete tasks. If two personnel are not on-site, the TDMS will be considered inactive. A plastic cover shall cover the pile of material while the site is inactive, during non-work hours (overnight), and all days when work is not occurring. No unloading or loading of materials can take place while the TDMS is inactive.

The staff operates the equipment at the facility, which shall include the excavator used for loading, loader for managing the consolidating materials, and a water truck and water buffalo for dust control. Staff will also assist with backing up trucks for loading and unloading.

Transfer Trucks: Outbound transfer trucks must follow the truck loading requirements as described in this document. All trucks loaded with ash and debris shall be lined with plastic sheeting and “burrito wrapped” with the plastic as described herein:

- A. All Ash and debris and contaminated soil loads must be well wetted and placed in six (6) to ten (10) mil plastic lined trucks and burrito wrapped to minimize any discharges on the roadways to the disposal site.
- B. All loads shall be covered with a non-permeable tarp not less than fourteen (14) mil in thickness; this includes metal debris, contaminated soil, and concrete. Ash and debris loads will be placed in a plastic liner before being covered with a tarp. Tarps shall be secured with no less than six (6) anchors around the perimeter of the truck. Tarps shall be free of tears greater than six (6) inches and cover the entire load. No auto tarps will be allowed for this purpose.

This will ensure that materials and dust do not escape out of the truck. The User Agency will consider relaxing this requirement if DDHTR Contractor can demonstrate that the trucks are sealed and no leakage can occur.

Dust Control: Dust control shall be maintained during all hours of operation. This includes when inbound trucks are dumping their loads, outbound transfer trucks are being loaded, and all times in between.

Storm Water Protection Weather events: A weather event shall be classified as a prediction of rain of 0.25 inches for the general area within twenty-four (24) hours by the National Weather Service. The continuous exterior perimeter berm shall be maintained during weather events, and no breaches of the berm will be allowed. Water that accumulates within the berm will be kept within the berm and allowed to evaporate. Any water removed from within the berm shall be considered contaminated. The User

Agency and the appropriate Regional Water Quality Control Board shall be notified prior to the removal of this contaminated water from within the berms. If DDHTR Contractor deems it necessary to remove this contaminated water from within the bermed area, it will require sampling, analysis, and storage while awaiting the results of the lab analyses. If deemed necessary, the water may also require treatment as indicated by the lab analysis and the A&M Contractor.

Perimeter Berm: Shall be comprised of clean fill materials. The berm height shall be a minimum of three feet tall when measured from the surrounding existing grade. A plastic liner shall be incorporated into the berm as well as under the entire bermed area to prevent leakage. Water shall not be allowed to leak from the perimeter berm. The perimeter berm shall also be treated for dust control. One access point shall be allowed through the perimeter berm, for inbound loads to dump and for the loading zone. The access shall be a maximum width of twenty (20) feet. The access point in the perimeter berm shall be filled in with a three (3) foot tall berm to fully enclose the transfer operations when there is a forecast weather event. Rumble strips will be placed across the entire entrance and exit of the transfer station area to knock off dirt and mud that may have accumulated from trucks as they leave the transfer station. This area shall be inspected and cleaned as necessary at the end of each operational day.

The TDMS shall be maintained as necessary. This includes sweeping asphalt surfaces outside of the perimeter berm daily to limit track-out from debris hauling trucks.

Air Monitoring: Air monitoring shall be conducted, by the A&M Contractors air monitoring crew, during normal work hours. Air sampling stations will be placed upwind and downwind of the operations, on the perimeter of the transfer station, and between the TDMS and the general public. Laboratory analysis of the air monitoring samples will be completed. Results will be reviewed by the A&M Contractor and shared with the User Agency for possible refinement of the dust control plan.

Closure Plan: The closure plan is the plan of ending operations of the TDMS. This will include removing all waste materials brought from the site, decontaminating equipment and materials used, and removing materials to create the TDMS to include the perimeter berm, sacrificial layer, and underlying plastic sheeting. Cleanup of existing asphalt and surrounding surfaces shall also be completed. This may include removal of areas determined to be contaminated by way of soils sampling and testing from soils underlying the exclusion zone operating area by the A&M Contractor. The DDHTR Contractor will fully complete the site closure plan and demobilize within twenty-one (21) days of the notice from the User Agency.

4.8 Identify material disposal and recycling options (DDHTR Contractor)

The DDHTR Contractor is responsible for identifying all material disposal and reuse/recycling facilities to be used during DDHTR operations. These facilities shall have all appropriate operating permits and be pre-approved by the User Agency.

4.9 Identify immediate erosion control needs (DDHTR Contractor)

The State Watershed Task Force typically works to identify the Values at Risk for life safety and address these concerns prior to debris removal. If the DDHTR Contractor identifies areas that need measures to protect waterways from contamination, they shall take immediate action to mitigate these concerns.

4.10 Perform Vehicle Identification Number (VIN) verifications (State or Local law enforcement or approved local agency staff)

Vehicles (e.g., automobiles, trailers) that are required to be registered with the Department of Motor Vehicles (DMV) and that have been destroyed by the fire must be adjudicated by the state highway patrol and/or local law enforcement or designated employee of an authorized public agency. While this process is preferred to occur onsite, burned vehicles may also be adjudicated at an offsite facility if approved by the Incident Management Team.

Burned vehicles shall be considered burned hulks per DMV regulations and may be drained of fluids onsite or at an approved metal recycling facility. Vehicles and burned hulks shall be bundled with a net/cover to prevent items from falling from the vehicles during transport (DDHTR Contractor).

If it is not possible for the VIN verifications to occur on each property, the DDHTR Contractor shall provide one or more locations at which State or local government can safely perform the VIN verifications. The State or local government will inspect each vehicle and fill out the appropriate paperwork prior to vehicles being disposed of by the DDHTR Contractor. If directed by User Agency to establish a vehicle adjudication facility, the DDHTR contractor shall provide all necessary equipment and personnel necessary to operate the facility for the duration of the contract, including but not limited to the following:

- A. Sufficient physical space
 - 1) Estimated to be two (2) to five (5) acres
- B. Federal, State, and Local permits and fees, cost of compliance
- C. Required notifications and consultations
- D. Heavy equipment, for example, forklift, dust control
- E. Temporary facilities, for example: shipping containers, shade shelters, portable restrooms
- F. Labor

G. Overhead, for example: insurance, mobilization, demobilization

Vehicles that the IMT directs the DDHTR Contractor to remove from a public right of way, to be adjudicated and/or recycled elsewhere, shall be removed and transported in such a way as to avoid crushing the vehicle allowing for vehicle owners to access these vehicles after relocation.

4.11 Roadway Assessment and Documentation (A&M Contractor)

Video record pre-operational conditions of all County, City/Town, and private roadways on which program participating ROE properties reside, roadways necessary to access these ROEs, and roadways required to access the end use facilities. The A&M Contractor will also take field notes during the road evaluations. These shall be compared to post-operational evaluation for potential local agency reimbursement by state or federal funding agencies. Completed videos should be available at IMT request within forty-eight (48) hours of beginning recording either via electronic or hard drive access.

A&M Contractor shall also verify that any roads that are required to be used for hauling debris are private or not. The A&M Contractor shall investigate and then advise the CM and the IMT whether permission to use the private road(s) is/are required and how to obtain that permission. At the same time, the A&M Contractor shall inform the DDHTR Contractor(s) of a) the "Contractors Responsibility" clause and b) their responsibility to take reasonable precautions to maintain the integrity of the private road during the operation.

If directed to do so by the User Agency, the A&M Contractor shall prepare engineering reports documenting certain roads' pre-work and/or post-work conditions. Such reports shall be prepared to accepted industry standards and be sufficient to determine what damage or degradation to the road is attributable to debris removal operations and what was pre-existing. The reports shall also determine whether damage or degradation is due in whole or in part to poor design or construction, poor road maintenance, or the DDHTR Contractor's negligent actions. As appropriate, reports should include photographs of pre-work and post-work conditions and engineering drawings. The A&M Contractor should charge the Civil Engineer position identified in Exhibit B.1 – Rate Sheet, to prepare these plans, which are subject to approval by the User Agency.

4.12 Environmental Assessment (State's Environmental Task Force, User Agency, or other state agency)

User Agency and other State Agencies will develop an EPP (similar to the [EPP sample \(https://www2.calrecycle.ca.gov/Contracts/DownloadDocument/887\)](https://www2.calrecycle.ca.gov/Contracts/DownloadDocument/887)) to summarize the key areas and types of environmental and historical resources present in the vicinity of the Operations. The EPP will summarize the compliance procedures necessary for the DDHTR Contractor and A&M Contractor to be aware of when conducting each function

as part of the overall Operation. All BMPs and AMMs, regardless of their timing before or after contract execution, will be implemented by the DDHTR Contractor.

5 SITE ASSESSMENT

User Agency's A&M Contractor will assess and document information prior to debris removal as described below.

5.1 Address Signs

The A&M Contractor shall complete underground service alert (USA) assessments at the entrance to each property for which an ROE has been obtained and prior to or as part of conducting the initial site assessment for such property. Once cleared, the A&M Contractor shall install one reflective aluminum address sign that will be required to be installed per parcel. The sign dimension should be four (4) to six (6) inches in width and eighteen (18) to twenty-four (24) inches in height. The edges shall be round and free of sharp edges. The background shall be a reflective green and all text shall be reflective white. Each sign shall be mounted on a six (6) foot pre-drill, u-channel steel post. The numbering for the address shall be at three (3) to four (4) inches in height.

Address sign example (not to scale):



5.2 Identify Septic Tanks (A&M Contractors and DDHTR Contractors)

A&M Contractors shall identify, mark, and document septic tank and leach field locations, if possible, from the ROEs, from the County Environmental Health, contact with the homeowner, or via site assessments or other means. DDHTR Contractors shall confirm and be responsible for protecting both items on all properties on which they operate.

5.3 Operational Soft Starts

The User Agency may direct that the A&M Contractor and/or DDHTR Contractor conduct a "soft start" of any or all of the operations described in these Special

Provisions (for example, Site Assessment, Asbestos Assessment, Structural Debris Removal, Confirmation Soil Sampling, Rescraping, Erosion Control BMP placement). A “soft start” is defined as a single day of the operation for the purpose of evaluating each contractor’s proposed methodologies and determining whether the methodologies are sufficient to commence full operations.

One purpose of a soft start is to evaluate the sufficiency of the A&M Contractor’s documentation processes. To assist the User Agency in determining the sufficiency of these processes, the A&M Contractor shall provide a presentation to the User Agency on a working day following a soft start, reviewing the operational protocols and processes and the resulting data.

The User Agency will determine whether the protocols, processes, and resulting data are sufficient for further assessments or operations. If the User Agency determines the results are insufficient, User Agency shall provide feedback and needed corrections to the A&M Contractor. The A&M Contractor will be provided five (5) working days to make the requested adjustments unless the User Agency determines a different timeframe is warranted. Once adjustments are made, the A&M Contractor will perform another day of work and re-present the results to the User Agency the day following the work. The User Agency may continue to direct adjustments until the product is sufficient to commence hazard tree assessment.

The DDHTR Contractor’s soft starts would similarly be conducted in one (1) day for each type of soft start activity for the purpose of determining if the methodologies utilized are an effective and efficient means for completing the contracted operational tasks.

The User Agency may direct that soft starts for multiple phases of the operation (for example, site assessments and asbestos assessments) are conducted on the same day or may conduct soft starts over several days. Due to the preliminary nature of soft starts, the A&M Contractor and DDHTR Contractor should expect soft start days to be less operationally efficient than normal working days. The A&M Contractor and DDHTR Contractor should be prepared to mobilize and demobilize resources for soft starts and expect that resources may not be immediately employed in further operations depending on the results of the soft start.

Additional specifications for hazard tree assessment hazard tree removal soft starts are provided under Section 8.0, Hazard Tree Removal Operations.

5.4 Identify Water Wells (A&M Contractors and DDHTR Contractors)

A&M Contractors shall identify, mark and document water well and water pump locations, if possible, from the ROEs, from the County Environmental Health, contact

with the homeowner, or via the site assessments or other means. DDHTR Contractors shall confirm and be responsible for protecting these items on all properties on which they operate.

5.5 Property Site Assessment (A&M Contractors)

Property site assessments will include, but not be limited to: approximate property lines (utilizing software such as LandGlide or similar program for handheld devices), sketching the foundation and hardscape footprints and debris field footprints, septic tank, and leach field locations (if applicable), sanitary sewer laterals, water lines, water wells, electrical lines, fuel tanks (i.e., fuel oil, kerosene, etc.), dead and dying trees in and around the debris field footprint (that could be a danger to the debris removal crew) possible environmental concerns (surface waterways, creeks, streambeds, or other pre-determined habitats of concern) and identifying property-specific hazards on a field data form. Oversized debris (i.e., burned cars, large appliances, water heaters, etc.), potentially hazardous materials (i.e., large propane tanks – greater than thirty (30) gallons, chemical containers, ammunition cases, etc.), and potentially hazardous conditions (unstable walls, exposed electrical lines, wells, cisterns, damaged trees, steep slopes, post tension concrete slabs, etc.) and access issues due to terrain, weather, or bridge crossings will be noted and mapped on the form. Photographs will be taken from each angle of the property and additional photographs should be taken to document hazards or other existing conditions, including non-burned items. Each property debris field shall have a unique number and be labeled on the assessment map.

A&M Contractor shall determine the owner (property owner or vendor) of large propane tanks (greater than thirty (30) gallons) that are partially damaged or undamaged that need to be removed or are or may be in the way of the Debris or Hazard Tree Removal Contractor's operations. The A&M Contractor shall contact the tank owner and ask them to have the tank removed (ideally) prior to the DDHTR Contractor commencing operations on the property.

If non-residential (i.e., commercial, industrial, public parks, or other public facilities) properties are added to the Operation, the A&M Contractor shall provide Waste Profiling sample and analyses services, including the following for each such property:

- A. Evaluate the property based on zoning, what kind of use it had prior to the fire, and aerial photos, to determine if it is likely to have stored hazardous materials.
- B. If the presence of hazardous materials is clearly a concern or unknown, conduct an Environmental Assessment by checking the property against Envirostor (DTSC website) to determine if it is known to be a contaminated site.
- C. If the presence of hazardous materials is still unclear, A&M Contractor shall conduct an Environmental Site Assessment (ESA) prior to conducting an

individual parcel site assessment by soliciting historical parcel data from Environmental Data Resources, Inc. (EDR).

D. If the results indicate the possibility that hazardous materials were used and/or stored on the property, Contractor shall prepare a soil sampling plan, similar to the one in the Special Provisions Section 7.1. The analysis shall include:

- 1) CAM 17 Metals
- 2) Mercury
- 3) DRO/MRO (diesel and motor oil range organics)
- 4) GRO (gasoline range organics)
- 5) BTEX/MTBE
- 6) SVOCs
- 7) PCBs
- 8) Pesticides
- 9) Herbicides
- 10) Dioxins (as necessary)
- 11) TCLP/WET (as necessary)

5.6 Structural Engineering Assessment

If directed to do so by the User Agency, the A&M Contractor shall use Civil Engineers to perform structural engineering assessments of buildings impacted by the disaster, which may include damage from wildland fires, floods, earthquakes, or other hazards. These assessments shall determine and certify whether the structures are unsafe and pose an immediate threat to lives or public health and safety, as defined by FEMA's Public Assistance Program and Policy Guide, Version 4. Generally, these assessments are expected to be conducted following a Safety Assessment performed by the local building department. The User Agency or other relevant authority, such as a local building department, may provide specific criteria and instructions for the performance of these assessments, which shall be implemented by the A&M Contractor. User Agency may also direct the A&M Contractor to prepare a proposed technical assessment methodology based on established practices and site-specific conditions for review and approval by the User Agency.

The findings and conclusions of each assessment shall be documented in a Structural Engineering Assessment Report, which shall identify the A&M Contractor Civil Engineer(s) who performed the assessment. The structural engineering assessments shall also determine whether repairs or demolition is the more cost-effective option for each assessed structure and provide a recommendation on the subject on the User Agency. The final decision of whether a structure shall be demolished will be made by the User Agency. If the User Agency determined demolition is required, the A&M Contractor's Civil Engineers shall coordinate with DDHTR Contractor personnel to develop demolition work plans and oversee demolition operations.

5.7 Asbestos Assessment and Removal

To be protective of the workforce, public health, and surrounding community, User Agency has elected to perform an asbestos survey with laboratory analysis of samples collected on each site to evaluate each property for the presence of ACM for the need for removal. Additional scrutiny is placed on homes constructed before 1985 and debris sites with cement siding or vermiculite insulation.

Asbestos sampling will be conducted for suspected ACM materials which will include concrete samples. The goal of this survey is to reduce sending false positive ACM to the landfill and provide additional quality assurance and control that other bulk ACM was not missed in the initial surveys. The samples will be analyzed by polarized light microscopy or transmission electron microscopy using the methods described in the U.S. Environmental Protection Agency (EPA) Method for the Determination of Asbestos in Bulk Building Materials EPA/600/R-93/116.

Full National Emission Standards for Hazardous Air Pollutants (NESHAP) asbestos surveys will be performed on partially burned structures and chimneys as long as they are structurally safe. A Certified Asbestos A&M Contractor (CAC) or licensed structural or civil engineer will determine if the partially burned structure is safe to perform asbestos removal on. Should the structure be deemed unsafe, the DDHTR Contractor will use wet methods and heavy equipment to eliminate the risks. Once the structure or chimney is safely on the ground, a NESHAP asbestos survey will commence. The samples will be analyzed by polarized light microscopy or transmission electron microscopy using the methods described in the U.S. Environmental Protection Agency (EPA) Method for the Determination of Asbestos in Bulk Building Materials EPA/600/R-93/116.

5.8 California Wildfire Asbestos Survey Standard Operating Procedure

To reduce the exposure risk from bulk asbestos to the debris removal workers; incident management personnel; nearby residents and neighbors in the community; and others handling, transporting, and disposing of the debris, the IMT, and its A&M Contractors during the past five years of debris response have developed a standard operating procedure (SOP) for fire-related asbestos issues. This SOP, known as the "California

Wildfire Asbestos Survey" (Attachment A), is more stringent than the current federal NESHAP requirements and was developed by ACs, Certified Site Surveillance Technicians (CSSTs), and Certified Industrial Hygienists (CIHs) with thousands of hours of field response. The California Wildfire Asbestos Survey presents procedures to identify, remove, and properly dispose of bulk asbestos from residential structures damaged by a wildfire.

The "Asbestos Site Assessments Standard Operating Procedure (SOP) - California Wildfire Asbestos Survey" will be followed during a coordinated structural debris assessment removal conducted by User Agency and its A&M Contractors. This SOP will be used, by the A&M Contractor, to establish minimum procedures to verify that the precision, accuracy, completeness, comparability, and representativeness of all data collected throughout the project duration is acceptable; and to ensure that all information and decisions are technically sound and properly documented to identify and remove bulk ACM.

5.9 Radiological Site Survey (A&M Contractor)

While it is unlikely that radiological debris will be found, based on past debris removals, radiological surveys are necessary to prevent exposure. User Agency's A&M Contractor shall, as part of conducting the initial site assessment, perform a radiological survey around all destroyed structures and structural ash and debris fields on all approved ROE properties. Survey equipment should be designed for general radiological surveying, such as a Ludlum 2241 or equivalent.

The action level for this Operation is set at two times background. Should a level of 2x background be detected, the surveyor will isolate (i.e., cordon off) the area and notify the User Agency's OSC or Designee. The elevated reading(s) will be traced until the source is determined to be due to natural sources such as brick or geological formations. Should the reading not result from natural sources, the User Agency's OSC, or designee, will determine the location and rate and develop an action plan to secure the source as long as the reading does not exceed one milliroentgen per hour (1mR/hr) at one foot.

5.10 Mercury Site Survey (A&M Contractor)

While it is unlikely that mercury will be found in the debris, based on past debris removals, mercury surveys are necessary to prevent exposure. User Agency's A&M Contractor shall perform, as part of conducting the initial site assessment, a mercury survey around all destroyed structures and structural ash and debris fields on all approved ROE properties. Survey equipment should be designed for general mercury surveying, such as a Jerome 43-X Mercury Vapor Analyzer or equivalent.

The action level for this Operation is if the instrument detects any concentration of mercury. Should mercury be detected, the surveyor will isolate (i.e., cordon off) the

area and notify the User Agency's OSC or Designee. The elevated reading(s) will be traced until the source is determined to be due to natural sources, on-site mine tailings, or another source. Should the reading not result from natural sources, the User Agency's OSC, or designee, will determine the location and rate and develop an action plan to secure the source. If the soil is tested and the concentration of mercury is five (5) mg/kg or greater, an outside agency such as the DTSC, USEPA, or the County Environmental Health may be contacted to assess and cleanup or otherwise deal with the area source.

5.11 Immediate Placement of BMP's

DDHTR Contractor shall place erosion control BMPs immediately around properties on which they are working, if rain is forecast that may stop work.

6 DEBRIS REMOVAL OPERATIONS

6.1 Notifications

At a minimum, the following notices are required prior to the start of the Operation:

6.1.1 DDHTR Contractor

- A. Underground Services Alert (USA) will be notified at least forty-eight (48) hours prior to debris removal.
- B. Local utility providers (i.e., water, sewer, power) will be notified prior to removal of any damaged structure to ensure the utilities are secure and off.
- C. Conduct an underground utility survey by a private contractor on private property if necessary.

6.1.2 A&M Contractor

- A. The property owner will be notified twenty-four (24) to forty-eight (48) hours prior to any debris and/or hazard tree removal.
- B. CARB Asbestos NESHAP Program, or local air district with delegated authority, will be notified of any demolition of a partially destroyed structure within one working day (as directed by User Agency). Notification form will be provided by the state or its A&M Contractor as directed.

6.2 Household Hazardous Waste Identification and Removal

Based on past experiences, additional household hazardous waste (HHW) may remain under the debris after DTSC/USEPA completes its Phase 1 hazard waste survey and removal. For smaller debris cleanup operations, the Local environmental health

department, or their contractor, may complete this Phase 1 cleanup. Sometimes during Phase 1 HHW removal crew cannot remove all of the HHW since it may be partially buried. If the HHW removal crew discovers a questionable item, that crew will mark the item(s) as hazardous with bright orange spray paint to be checked by a qualified individual. If the qualified individual does not deem it a hazard (e.g., propane tank without a valve), then the item will be marked with bright green or white spray paint with the words "O.K.," "MT," an "X," or two stripes indicating whether the item is to be removed as debris or recycled.

If the DDHTR Contractor identifies an item and deems it hazardous, the waste will be segregated by the removal team and either left on-site on a plastic sheet near the entrance of the property or taken to temporary on-site storage. DTSC, when contacted, will collect and transport the hazardous waste on one of their "milk runs" to an appropriate facility at no charge to the Operation.

In an attempt to visually communicate hazards in the field, the guide shown below will be used to indicate if a hazard is or is not visually present. Each TFL will determine if any member has color perception issues.

Table 6. Hazardous Materials Marking Colors

Debris or Potential Hazard	Spray Paint Color
Household Hazardous Waste (HHW), Battery, Tank, Cylinder	Bright Orange
Possible ACM	Bright Pink
Material Safe for Normal Disposal	Bright Green or White

6.3 Asbestos-Containing Material Removal (DDHTR Contractor, Assessed and Documented by A&M Contractor)

The California Wildfire Asbestos Survey SOP will be followed during a coordinated structural debris removal conducted by the Asbestos Removal Contractor. This SOP will be followed by the Asbestos Removal Contractor throughout the project duration to ensure that all ACM, marked by the CAC and/or CSST, is properly removed from each property. At a minimum, the ACM removal Contractor will implement the following best management practices for removing ACM:

- A. The A&M Contractor's CAC or (CSST will consult with a licensed ACM removal Contractor to identify the location and area of ACM to be removed (A&M Contractor).
- B. The Contractor's registered ACM Removal Contractor will oversee and remove the ACM identified on-site by the A&M Contractor's CAC (ACM Removal Contractor).

- C. All on-site personnel removing ACM must have received the necessary health and safety training for conducting asbestos removal activities pursuant to Occupational Health and Safety Administration (OSHA) 1910.100 and CCR Title 8, Section 5192, and will be required to wear Level C personal protective equipment (PPE) when working in the exclusion zone (ACM Removal Contractor).
- D. All gross ACM that can be safely and easily removed from the site will be adequately wetted prior to being bagged to meet the NESHAP leak-tight requirement for removal. At a minimum, the plastic bags must be of at least 6-mil thickness, and the contents must remain wet (ACM Removal Contractor).
- E. If bulk loading of ACM is utilized, the bin or container used for transport (e.g., end-dump trailer or roll-off box) will be tarped before transport. In addition, each load will be double-lined with ten (10) mil ply in such a way that once loaded both layers can be sealed up independently as required by the landfill (ACM Removal Contractor).
- F. All ACM must be sufficiently wetted forty-eight (48) to seventy-two (72) hours in advance of initiating the removal of the material. The water shall be applied in a manner so as not to generate significant runoff (ACM Removal Contractor).
- G. ACM removed from the property must be manifested and transported for disposal by the asbestos removal contractor. An EPA Generator ID number will be assigned to this incident by the User Agency's OSC or the PSC (ACM Removal Contractor).
- H. Prepare manifests and obtain User Agency's OSC or designee signature on the manifest when the ACM is ready to be transported to landfill permitted to accept ACM (A&M Contractor).

6.4 Appliance (White Goods) and Vehicle Recycling (DDHTR Contractor, Documented by A&M Contractor)

The DDHTR Contractor shall provide one or more locations at which State or local government can safely perform the vehicle (incl. automobiles, trucks, equipment, boats, trailers, recreational vehicles, motorcycles, all-terrain vehicles, etc.) VIN verifications and abatements. The State or local government will inspect each vehicle and fill out the appropriate paperwork prior to vehicles being disposed of by the DDHTR Contractor. These registration abatements will likely be conducted by the local law enforcement, the City/County, the California Highway Patrol, or another means, as determined by the User Agency's OSC and the IMT.

Materials that must be removed from appliances and vehicles (that are not completely burned) prior to crushing, baling, or shredding for recycling include, but are not limited to:

- A. Used oils as defined in Article 13 of Chapter 6.5 of the Health and Safety Code (includes engine oil, lubricating fluids, compressor oils, and transmission oils)
- B. Fuel
- C. Chlorofluorocarbons, hydrofluorocarbons, and hydrochlorofluorocarbons used as refrigerants
- D. Polychlorinated biphenyls known to be contained within motor capacitors and fluorescent light ballasts
- E. Sodium azide canisters in unspent automobile airbags
- F. Antifreeze in coolant systems
- G. Mercury found in thermometers, thermostats, barometers, electrical switches, and batteries
- H. Putrescent materials (i.e., decomposing food wastes, etc.)

Records detailing removal and disposal operations involving all such materials will be recorded and manifested by the DTSC/USEPA or other agency responsible and/or permitted to manage their removal.

Appliances and vehicles that were completely consumed by the fire will likely not contain any of the above items. Appliances will be treated as metal debris and removed accordingly. Vehicles will be removed from the site and checked/processed for fluids before shipment to the recycling facility unless otherwise directed by the User Agency's OSC.

6.5 Storm Water Protection (DDHTR Contractor, Documented by A&M Contractor)

Best management practices (BMPs) will be employed to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. Potential sources of sediment from cleanup activities include vehicle and equipment tracking, exposed soil and slopes, export operations, disposal operations, and ash-filled topsoil stripping and stockpiling. Authorized non-storm water discharges anticipated for the Operation include water used to control dust, potable water, and uncontaminated excavation dewatering.

BMPs guidelines include, but are not limited to, the following:

- A. Water to Control Dust: Dust control is of the utmost importance on this Operation. Adequate dust control is required on all parcels within the Operation scope until all burn ash and debris, concrete, and soil materials are removed. This includes parcels where the DDHTR Contractor is actively working and parcels awaiting remediation and gravel and dirt roads used to transport DDHTR Contractor debris truck traffic. The DDHTR Contractor is required to provide one (1) water buffalo (or equal) for every debris removal crew assigned to an operation.

Dust control will be implemented when there is visible dust generated from the site using fire-grade nozzles, small diameter (3/4" to 1") fire or garden hose, or with a water truck depending on the area being serviced. Water to be used for dust suppression may only be from sources approved by the IMT. While the goal is to apply water spray for dust control to avoid surface runoff, dust control shall take precedence. In the event there is significant surface runoff, the DDHTR Contractor will control runoff with erosions control BMPs.

- B. Good Site Management Housekeeping: Good site management measures include covering or berming loosely consolidated materials that are not actively being removed; storing any chemicals in watertight containers; controlling of off-site tracking of loose soils; preventing the disposal of rinse or wash waters into the storm drain system; ensuring containment of sanitation facilities; cleaning or replacing sanitation facilities by inspecting them regularly for leaks; and inspecting and keeping equipment in good working order to prevent leaks.
- C. Vehicle Washing or Decontamination: Wash vehicles in a manner as to prevent unauthorized non-storm water discharges from reaching storm drain systems.
- D. Street Cleaning: Clean streets to collect tracked out sediment and operate street sweeping vehicles to prevent unauthorized non-storm water discharges from reaching storm drain systems. The DDHTR Contractor is to provide street sweeping on roadways throughout the Operation on which debris and other disposal materials are hauled and tracked off parcels within the operational area. The street sweepers are to be PM10 efficient street sweepers that are certified by the South Coast Air Quality Management District (SCAQMD) as meeting the testing and performance standards set forth in SCAQMD Rule 1186. The DDHTR Contractor is to provide the number of street sweepers as indicated in the User Agency Agreement.
- E. Sediment Controls: Sediment controls are designed to intercept and settle out soil particles that have been detached and transported by the force of water. Best management practices include the use of silt fencing, fiber rolls, and street sweeping to prevent sediment migration. All materials shall be certified weed free in an effort to control the spread of noxious weeds. Sufficient quantities of temporary sediment control materials will be maintained on-site throughout the

duration of the Operation to allow implementation of temporary sediment controls in the event of significant rain.

- F. Run-on and Run-off Controls: Run-on and run-off will be managed within the immediate vicinity of each property's debris footprint area and areas used for equipment and truck access.
- G. Public Rights of Way: The DDHTR Contractor will be responsible for all storm water protection on public rights of way on which the DDHTR Contractor assigned debris removal properties.

6.6 Trackout Management (DDHTR Contractor, Documented by A&M Contractor)

The DDHTR Contractor will implement procedures to prevent or cleanup carryout and trackout of mud and soils as specified below. The use of blower devices or dry rotary brushes or brooms for removal of carryout and trackout materials from the heavy equipment on public roads is expressly prohibited. The removal of carryout and trackout from paved public roads does not exempt an owner/operator from obtaining state or local agency permits, which may be required for the cleanup of mud and dirt on paved public roads.

The DDHTR Contractor shall prevent carryout and trackout, or immediately remove carryout and trackout when it extends fifty (50) feet or more from the nearest unpaved surface exit point of a site and, at the minimum, remove all other visible carryout and trackout at the end of each workday.

Cleanup of carryout and trackout shall be accomplished by:

- A. Manually sweeping and picking up; or
- B. Operating a rotary brush or broom accompanied or preceded by sufficient wetting; or
- C. Operating a PM10-efficient street sweeper.

Waste from a street sweeper during this operation shall be disposed of as contaminated soils and transported directly to the landfill or covered in a waste hauler.

6.7 Traffic Control (DDHTR Contractor, A&M Contractor – Monitors and Documents)

Traffic control is required for these Operations, and traffic control crews are required to provide traffic control throughout the Operation as required for safety and as approved by the IMT. The traffic control crews shall be trained in the principles of the [California Department of Transportation \(Caltrans\) Revision 6 \(Rev 6\) of the 2014 California Manual on Uniform Traffic Control Devices](https://dot.ca.gov/-/media/dot-manual-on-uniform-traffic-control-devices) (CA MUTCD) (<https://dot.ca.gov/-/media/dot->

media/programs/safety-programs/documents/ca-mutcd/rev6/camutcd2014-rev6.pdf), prior to commencing their work. The number of traffic control crews expected to be provided by the DDHTR Contractor is indicated by the User Agency.

Traffic controls and warnings standard to the construction industry and as required by the State of California motor vehicle code will be implemented on an as-needed basis. Vehicles utilized for debris removal will be of legal weight according to the [CalTrans State Standard Specifications](https://dot.ca.gov/-/media/dot-media/programs/construction/documents/policies-procedures-publications/construction-manual/cmsearchabledoc.pdf) (2020 Edition) (<https://dot.ca.gov/-/media/dot-media/programs/construction/documents/policies-procedures-publications/construction-manual/cmsearchabledoc.pdf>), Chapter 3, Section 702 "Public Convenience," Chapter 3, Section 703 "Public Safety," and Chapter 4, Section 12 "Construction Area Traffic Control Devices."

Traffic signs will be placed at both entrances to the community as needed. Traffic control will be updated as needed to adjust for changing conditions on-site and in the community. Updated traffic plans will be prepared by the DDHTR Contractor and reviewed by the appropriate County representatives and User Agency's OSC, and communicated to all Operation personnel at each Safety Meeting.

All construction equipment working within the residential zones shall maintain a speed of fifteen (15) mph or less.

The User Agency or designee, together with the User Agency's Safety Officer, will establish additional traffic controls as needed for safety reasons as well as to control site vehicle traffic during specific site activities such as equipment movement, press events, or visits by dignitaries.

To help the User Agency or designee and DDHTR Contractor ensure commercial trucking resulting from this operation are conducted safely and not unreasonably disruptive to normal highway operations and impacted communities, the California Department of Transportation has prepared Traffic Management Analyses for certain portions of the operating area. The User Agency will direct the DDHTR Contractor on how and when to implement recommendations from these analyses.

6.8 Crew Signs (DDHTR Contractor)

To allow emergency responders and/or the IMT to quickly ascertain the location of the workforce in the disaster zone where address signs and house numbers have been destroyed, the IMT will require all ROEs sites to have address signs. Additionally, each crew will also display a portable two-sided A-frame sign with the assigned crew number to allow for emergency responders and trucking resources to easily locate each crew, and so the IMT can visually track the crews from the road. If the site is located off a designed private or public road where the crew is not visible, the sign shall be placed at the entrance of the driveway. The address sign will be placed at the beginning of the

driveway. If the driveway is shared by multiple crews, then all the crews' signs will be placed on one side of the common driveway out of the truck path.

The crew sign will be constructed of rust-free, heavy gauge, durable aluminum with reflective sheeting with black outline, lettering, and numbering. The sign will have rounded edges with two mounting holes and measure twenty-four (24) inches in length and thirty (30) inches in height. In general, the lettering and numbering will follow a typical CalTrans specification for Speed Limit signs. The sign will be posted each day on an all-weather portable, two-sided A-frame sign holder.

6.9 Pavement and Drainage Protections (DDHTR Contractor, A&M Contractor – Monitors and Documents)

The DDHTR Contractor, at all times, will protect the edge of pavement and drainage features to the extent feasibly possible. The DDHTR Contractor will also protect other crossing such as cattle guards and bridges.

6.10 Community Health and Safety (User Agency, DDHTR Contractor, A&M Contractor)

A Community Health and Safety Plan will be prepared by the User Agency Health and Safety Professional. All site activities will be conducted consistent with this community plan and with consideration to the surrounding community and all citizens affected by the Incident. A copy of the Community Health and Safety Plan will be provided to the DDHTR Contractor and A&M Contractor.

6.11 Health and Safety (User Agency, DDHTR Contractor, A&M Contractor)

The debris removal operations, including A&M Contractors and contractors, will, at all times, operate equipment and perform labor in a safe manner to ensure the safety of its employees and the public. The team will pay particular attention to operations around local roads and take the necessary precautions. Prior to the start of debris removal, the contractors should note the number of power lines crossing the site, dead and dying trees, chimneys, mines, hand-dug wells, and all underground utilities.

Appropriate eating areas will be designated, hand and eye washing, and mobile sanitary facilities will be provided for each Operation site.

The contractors shall also be aware of, include in the Contractor's Health and Safety Plan, and provide instruction and necessary PPE for other local or regional health issues health issues such as pandemics.

Personnel assigned to each Operational site shall have the necessary equipment to conduct their work safely as outlined by these Special Provisions and the IMT and in the respective Contractors' Health and Safety Plan. This equipment can include but is not limited to four-wheel-drive vehicles, two-way radios, cell phones, and tablets.

6.12 Rope Access Work (DDHTR Contractor and/or A&M Contractor).

Steep slopes may require the use of ropes and repel gear to assess and remove debris. If ropes are necessary for access, the DDHTR Contractor will submit a Rope Access Plan per CCR, Title 8, Section 3270.1, Use of Rope Access Equipment. The DDHTR Contractor or A&M Contractor shall establish, implement, and maintain a written Code of Safe Practices for rope access work. The written plan shall include, but not be limited to the following elements:

- A. Methods of rope access and anchorage used by the employer
- B. Employee selection criteria
- C. Equipment selection and inspection criteria
- D. Roles and responsibilities of rope access team members
- E. Communication systems
- F. Employee training program
- G. Rescue and emergency protocol
- H. Identification of any unique site hazards that may affect the safety of employees using rope access methods
- I. Prevention of rolling debris
- J. Structure and infrastructure protection

This work plan, equipment, training, supplies, protection devices, any other material deemed necessary by the User Agency and the User Agency's Health and Safety Professional to implement this plan will be covered under a change order provided that the services are in Exhibit A – Scope of Work of the MSA.

6.13 Site Personnel and Community Air Monitoring (DDHTR Contractor – Personnel Air Monitoring, A&M Contractor – Community and Personnel Air Monitoring)

Personnel air monitoring for DDHTR Contractor debris removal crews will include monitoring for asbestos, silica, and heavy metals (at minimum arsenic, cadmium, chromium, (chromium +6 and mercury will be limited to the first ten (10) days of the initial personnel breathing zone samples or as directed by the User Agency's OSC based on site history and geological observations), copper, lead, manganese, nickel, silver, and zinc) per OSHA requirements for hazardous waste operations. Samples are

not required during soil re-scrapes or any other work after debris materials have been removed. At a minimum, the DDHTR Contractor shall monitor one crew out of every five crews, or one crew if under five crews, two crews if under ten (10), three (3) crews of under fifteen (15), etc. Crews shall be monitored on a rotational basis during the workweek. The personnel air monitoring results shall be submitted to the incident management team no later than seven (7) days of the sample event. A&M Contractor shall conduct personnel air monitoring per A&M Contractor's Health & Safety Plan.

The A&M Contractor will develop a User Agency's OSC approved Community Air Monitoring Plan and implement the plan. Work sites will also be monitored on a User Agency's OSC or designee, the pre-approved basis for asbestos, heavy metals, and dust for the duration of the Operation or until such time the User Agency's OSC or designee determines that air monitoring may cease. The locations of the air sampling stations will be approved by the User Agency's OSC.

6.14 Debris and Ash Removal (DDHTR Contractor, A&M Contractor – Monitors and Documents)

- A. The DDHTR Contractor shall conduct Debris removal, on each property, in the following order:
- 1) **As directed by the User Agency's PSC, the DDHTR Contractor will knock chimneys down to the ground level for Health and Safety reasons.** This will assist the A&M Contractor's asbestos assessment CAC to safely assess chimneys and other portions of the debris for ACM. All chimneys taken down will be done with proper dust control.
 - 2) Likewise, as directed by the PSC, the DDHTR Contractor will knock down hazard vertical walls that pose an imminent threat to the asbestos or debris removal crews.
 - 3) If ACM is found by the CAC, the DDHTR Contractor's licensed ACM abatement contractor will remove Asbestos removal prior to debris removal operations being scheduled by the PSC.
 - 4) Once the DDHTR Contractor Crew has been directed in the IAP and is slated on the crew's property runway, the DDHTR Contractor will mobilize to the property to commence operations.
 - 5) Once there or prior to mobilization, the DDHTR Contractor's Excavator Operator and Superintendent will walk completely around the property (360-degree Site Walk) with the Division Supervisor and the TFL to acknowledge what is on the property to be removed, confirming what the homeowner has asked to be saved, the locations of utilities, septic tanks, and leach fields (to be protected by the DDHTR Contractor), power poles, above-ground fuel, and

propane tanks, dead and dying trees, the location where the operator plans on staging and loading-trucks, planned truck ingress and egress for the property, and other operational concerns can be addressed prior to commencing with any work.

- 6) Segregate and remove and load out all metals onto metals trucks.
- 7) Remove ash and commingled debris and load out onto debris trucks.
- 8) Remove previously placed stormwater BMPs, placed by others, and the structural debris sediment trapped by them, assuming they are in proximity to burned structural debris.
- 9) Remove fire-damaged concrete foundations, walkways, etc., within the former footprint from the site and load out onto concrete trucks. Refer also to Attachment B, "Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires."
- 10) Remove six (6) inches of residual ash impacted soil from the debris site for disposal, as necessary to remove fire-caused contamination, unless User Agency prescribes a specific depth within that range.
- 11) The DDHTR Contractor, when collecting and loading various types of materials from each property, shall not mix unlike materials together in a truck load and shall comply with the following:
 - a) A Mixed Load is any load of fire debris that has an unreasonable amount of other types of debris mixed with the truck load content as it is ticketed.
 - b) An unreasonable amount is defined by the type of equipment being used and the ability of that equipment to differentiate the materials.
 - c) A load that is ticketed as "Concrete" should not have an unreasonable amount of metal, ash, debris, or contaminated soil mixed with the concrete.
 - d) A load that is ticketed as "Contaminated Soil" should not have an unreasonable amount of metal debris, concrete in chunks greater than twelve (12) inch diameter, or an unreasonable amount of ash and debris.
 - e) A load that is ticketed as "Metal" should have little or no contaminated soil, concrete, ash, and other fire debris.
 - f) A load ticketed as "Ash and debris" should not have an unreasonable amount of metal, contaminated soil, or incidental pieces of concrete greater than twelve (12) inches in diameter.

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- g) The determination of the load classification on-site will be made by the State's monitoring A&M Contractor' TFL, as directed by the User Agency's OSC or the OSC's designee. Any disagreement will be adjudicated by the OSC or the OSC's designee.
- h) Cap all sewer lines opened/damaged due to debris removal (DDHTR Contractor).
- i) Cover all exposed septic tanks with plywood, and if applicable, for health and safety purposes, fence off with a temporary safety fence described in Section 7.2 (DDHTR Contractor).

B. Additionally,

- 1) All materials removal equipment (i.e., track-mounted excavators or equal) should have glass enclosures and weigh less than sixty thousand (60,000) pounds. The goal is to use equipment that minimizes the impact on the local roadway while completing the removal. For example, excavators should be smaller than or equal to a three-hundred, twenty-five (325) Caterpillar or equivalent and front-end loaders should be small than or equal to a nine-hundred, fifty (950) Caterpillar or equivalent. However, certain operations may require large equipment.
- 2) A water fog will be used during debris handling and waste loading operations utilizing an excavator-mounted fogger (built-in for knocking down dust while excavating) or a fire-grade firefighting nozzle with shut-off valves for dust control. The fire nozzle shall have sufficient water pressure to generate a high mist fog stream. The fire nozzle should have an adjustable flow rate, preferably twenty (20) to sixty (60) gallons per minute.
- 3) All burn ash and debris must be sufficiently wetted forty-eight (48) to seventy-two (72) hours in advance of initiating the removal of the material. The water shall be applied in a manner so as not to generate significant runoff.
- 4) All Ash and debris and contaminated soil loads must be well wetted and placed in six (6) to ten (10) mil polyethylene plastic lined trucks and "burrito wrapped" to minimize any discharges on the roadways to the disposal site.
- 5) All loads shall additionally be covered with a nonpermeable tarp not less than fourteen (14) mil in thickness; this includes ash and debris, metal debris, contaminated soil, and concrete. Ash and debris loads will be placed in a plastic liner before covering with a tarp. Tarps shall be secured with no less than six (6) anchors around the perimeter of the truck. Tarps shall be free of tears, holes, or rips greater than six (6) inches and shall cover the entire load. No auto tarps will be allowed for this purpose.

- 6) All waste material that is not loaded out at the end of each workday should be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants. No trucks can be pre-loaded with ash and debris.

6.15 Hazardous Waste Concrete Removal (Retaining Walls, Foundations and Slabs) (DDHTR Contractor, A&M Contractor – Monitors and Documents)

User Agency considers all structural foundations for residential structures to be destroyed by the heat from an unsuppressed structure fire. These slabs and foundations are no longer structurally sound and are consequently considered debris. Additionally, with the known amounts of carcinogens, heavy metals, and asbestos, structural slabs, foundations, and retaining walls shorter than four (4) feet tall (subjected to the wildfire and covered in structural debris) will need to be removed to assess the former building sites for residual ash contamination.

While some concrete structures such as retaining walls greater than four feet and piers, pilings, caissons, and horizontal structural will be left in place for slope stability, the IMT cannot guarantee these structures will be undamaged or are structurally sound. Such dual-function foundation and retaining walls will be removed or as determined by the IMT Operations Lead (Operations Chief or Debris Group Supervisor, as applicable) at no additional cost to the State. The property owner should consult a licensed civil or structural engineer to determine the proper course of action to rebuild any concrete structure left by the IMT. For a more detailed description of concrete foundation and retaining wall requirements, refer to Attachment B, “Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires.”

6.16 Hazardous Waste Operations Crews BMPs (DDHTR Contractor, A&M Contractor – Monitors and Documents)

These Crew BMPs should be undertaken to address the removal of hazardous materials, HHW, debris, asbestos-containing materials (ACM), and air monitoring and sampling from the disaster or incident site. The use of BMPs will also ensure the proper management and removal of hazardous materials, debris, burn ash, and other asbestos-containing materials in a manner that ensures protection of public health and the environment, as well as ensuring health and safety of on-site personnel.

At a minimum, site personnel shall follow the following BMPs for undertaking debris removal activities:

- A. All on-site personnel working in the exclusion zone (EZ) shall receive the necessary health and safety training and medical surveillance pursuant to OSHA 1910.100 and CCR Title 8, Section 5192. An exclusion zone contains areas where contamination is either known or likely to be present or, because of work activity, has the potential to cause harm to personnel. The exclusion zone is identified as the debris/ash footprint of each property.

- B. All on-site personnel working in the EZ shall be required to wear Level C PPE when working in the EZ.
- C. The contamination reduction zone (CRZ) is an area of the property not visibly contaminated with ash and debris. The contamination reduction zone will be used for removing PPE.
- D. A support zone (SZ) may consist of any uncontaminated and nonhazardous part of the property. Donning of clean PPE is completed in the support zone.
- E. The A&M Contractor will conduct on-site and off-site air monitoring and sampling for asbestos and heavy metals during all ACM and debris removal operations to demonstrate the effectiveness of engineering controls to protect cleanup personnel and the surrounding community.
- F. All non-hazardous waste haulers shall stay in their vehicles during loading unless their trucks are being loaded with metals. When trucks are being loaded with metals, waste haulers shall stand away from their trucks outside of the “warm zone” loading area, and they must wear N95 masks and Tyvek coveralls. This also applies when haulers are covering (e.g., tarping) the trailer or container.
- G. All landfill operators that may come in contact with the waste during off-loading operations should follow their facility's protocols for wearing PPE and respiratory protection.

6.17 Overview of Waste Types and Destination Facilities (DDHTR Contractor)

Structural debris removed during this operation shall be classified as one type listed below:

- A. Metals
- B. Ash and debris
- C. Previously placed stormwater BMPs and upstream trapped debris and sediment
- D. Concrete
- E. Contaminated soil
- F. Rescrape soil
- G. Vegetative materials (shrubs and trees, etc. removed by debris removal crews)
- H. Tree logs

I. Chipped/processed wood materials

The DDHTR Contractor is responsible for removing all qualifying debris, as determined by the TFL and the IMT, and transporting it to an IMT-approved end use facility that will accept it. At the time of loading, the onsite TFL will notate what debris stream is included in each truck load on the truck's load ticket. All loads will be subsequently weighed at the end use facility, and the weight information will be recorded with the load ticket.

All loads must be tracked per parcel, such that the total tonnage of debris removed from each parcel can be clearly accounted for. In certain circumstances, the User Agency's OSC may approve loads to contain debris of the same material type to be loaded from more than one property. For example, metals from multiple parcels could be loaded into the same truck if approved by the User Agency's OSC. The User Agency's OSC, in conjunction with the IMT, will consider whether such approval would provide significant efficiency and may provide such approval on a by-crew basis.

Quantities of metal and concrete that are recycled must be specifically tracked and reported to User Agency. The A&M Contractor shall institute additional controls, as directed by the IMT, to ensure that all qualifying debris is removed and transported to an appropriate end use facility.

The typical facilities that will be provided are listed below:

A. Landfills

To be determined by DDHTR Contractor and approved by the IMT.

B. Concrete Recycler

To be determined by DDHTR Contractor and approved by the IMT.

C. Metal Recycler

To be determined by DDHTR Contractor and approved by the IMT.

Table 6 provides waste types and destination information for a typical Incident.

Table 6: Waste Destination Summary

Material	Disposal Contact or Facility
Ash and Debris	Approved Landfill
ACM	Name of Permitted Asbestos Receiving facility. Friable asbestos will be disposed of at an appropriate facility by the asbestos removal DDHTR Contractor under EPA Generator ID [CASXXXXXXXXX]. (Provided by User Agency)

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Metal Debris	Metal may be recycled at a location to be determined by the Contactor and approved by the IMT.
Metal Discards (Appliances)	Freon Extraction is REQUIRED for refrigerators not impacted by the fire. DTSC has removed the refrigerant. The remaining metal will be recycled at [DDHTR Contractor to determine, with IMT approval.
Vehicles and Trailers	Vehicles and/or hauling trailers that <u>did not sustain</u> damage or vehicles and/or trailers that sustained minor damage will be left on the property. These vehicles and/or trailers may be moved by the debris removal team to ensure worker safety and, as needed to complete the debris removal. Other damaged vehicles and/or trailers will be removed by the DDHTR Contractor through a covered vehicle transporter or low bed or other User Agency's OSC-approved method.
Concrete	Concrete may be recycled at a location to be determined by the Contactor and approved by the IMT.
Tires	Tires will be shredded and disposed of at a facility to be determined by DDHTR Contractor and approved by the IMT.
Household Hazardous Waste (HHW)	DTSC/USEPA will collect and transport HHW.
Human Remains	User Agency will coordinate with the County Coroner, or other appropriate entity, on the discovery of human remains. If human remains are located, the work will stop, and the User Agency's OSC or designee will contact the County. Due care of the remains will be taken. EHP personnel will also be contacted upon finding such remains.
Dead Animals	If dead animals are discovered, the User Agency's OSC or designee will contact County Health and the Homeowner. These remains will be disposed of in accordance with the County health department requirements unless directed by the property owner. EHP personnel and A&M biologist will also be contacted upon finding non-domesticated animals.
UXO (Unexploded Ordinance)	If UXO is discovered, the User Agency's OSC or designee will notify the local Sheriff Department to arrange for proper disposal.
Radioactive Debris	If radioactive debris is encountered, the material will be removed and properly disposed of by DTSC.

6.18 Commercial Department of Transportation (DOT) Inspections (A&M Contractor/DDHTR Contractor)

The A&M Contractor will hire an independent third-party DOT commercial truck inspector team. The inspector teams shall perform a level one inspection for all commercial trucks assigned to the incident. Inspections will include all haul trucks,

water tenders, tow trucks, street sweepers, low-beds, and other commercially licensed vehicles used on the Operation. Water trucks used specifically on-site lots are not subject to inspection provided they are not carrying water loads on a public road. These water trucks are considered construction vehicles. Each commercial truck will display a disaster operation sticker, DOT inspection sticker, and/or other relevant operational placards for identification, verification, and tracking. These identification methods are to be provided by the DDHTR Contractor. After each thirty (30) day period, ten (10) percent of the commercial trucks will be re-inspected per Level 1 requirements.

The DDHTR Contractor will be responsible for providing a location(s) where the DOT inspections shall be conducted and coordinate closely with the A&M Contractor in order to conduct these inspections prior to deployment of each applicable vehicle to the operation.

6.19 Significant Archaeological and Tribal Resources and Human Remains Protocols (Awareness by all)

Based on past debris removals, culturally significant artifacts and/or remains are highly likely to be found. User Agency will work with the local culturally affiliated Native American tribe(s) within designated geographical areas of interest to ensure that artifacts are properly cared for per the tribe's policies and procedures.

In the event that Native American human remains are found during these activities, debris removal crews will immediately cease work on the site and contact the lead A&M Contractor Archaeologist, the User Agency's OSC, the IMT, and any applicable Tribal Monitor to come to view the find. The Archaeological and Tribal Monitors are empowered to recommend stoppage or relocate excavation activities for short periods of time to conduct further controlled excavation of inadvertently discovered cultural items for evaluation by an archaeologist. The User Agency CM should also be notified and kept apprised when such discoveries occur.

If Native American human remains are found, coordination of the treatment of Native American remains, funerary objects, and any cultural, archaeological, and ceremonial items will be conducted by the local tribe.

If necessary, a qualified archaeologist may be required to be present during grading activities to identify and/or ascertain the significance of any subsurface cultural resources or to aid in the avoidance of sensitive areas. It is agreed that the local tribe may select the archaeologist to ensure the archaeologist is familiar with the Tribes' indigenous lands. Tribal monitors must also comply with HAZWOPER requirements while on-site during debris removal operations.

At the direction of the User Agency, the A&M Contractor's Archaeologist, in cooperation with interested tribal nations, shall provide tribal artifact sensitivity training either in-person or via on-demand video. A&M Contractor shall document and track all DDHTR

field staff completion of said training. A&M Contractor shall provide documentation of and markers (such as hard hat stickers) to all DDHTR contractor staff who have completed this sensitivity training. The User Agency may prescribe specifications for the markers, such as by providing a design for hard hat stickers. The trained DDHTR Contractor staff shall display markers while working.

DDHTR Contractor shall report all new staff to the IMT and the A&M Contractor to assist in providing sensitivity training to untrained staff.

6.20 Driveways (DDHTR Contractor, A&M Contractor – monitors and documents)

Undamaged driveways shall be preserved to the extent practicable. The goal is to provide a stabilized construction entrance for reconstruction. If the driveway is damaged or contaminated by burned vehicles or by debris removal equipment or haul trucks to the extent that the driveway is unsafe, the driveway will be removed to the extent necessary. Remove the driveway to the nearest concrete joint or five feet if asphalt is outside the contamination or damage. All driveway cuts will be made using a concrete saw. Use appropriate PPE.

6.21 Pools (DDHTR Contractor, A&M Contractor – monitors and documents)

In general, pools are not eligible for removal and will not be drained by the DDHTR Contractor. The owner should contact the local government for assistance or evaluation of pools due to possible vector and health issues. Surface debris may be removed from the pool depending on on-site circumstances.

The DDHTR Contractor will place safety fencing (as per CalTrans 2018 Standard Specifications 16-2.03) completely around the pool where feasible. Should the pool be structurally built into the foundation/slab, the IMT will discuss removal options with the property owner and DDHTR Contractor to determine the course of action.

Burned/melted above-ground pools and Jacuzzi's may be removed if they are so damaged that they are unusable, and the property owner wants them removed. Pool water may be used as dust control, if feasible.

6.22 Survey Monuments and Markers

Some survey monuments may be at risk during the ash and debris and hazard tree removal operations. To the extent feasible, all DDHTR Contractors shall protect survey monuments and markers. The DDHTR Contractor shall mark with a standard lath any exposed monuments or mark with ribbon flagging. DDHTR Contractors should generally not work, park vehicles, or move equipment near the corners of the lot near such survey monuments.

6.23 Identification and Removal of Danger Trees

Certain fire-damaged trees are so dangerous that they prevent the safe operation of the debris removal crew or other personnel. These trees should be removed prior to commencing debris removal operations. Note that these trees are different from eligible hazard trees, which must meet the criteria outlined in the “Hazard Tree Assessment” section and which are compensated separately. In the event a dangerous tree is both an eligible hazard tree and is prohibiting safe debris operations, the DDHTR Contractor should coordinate with the A&M Contractor to confirm an arborist has reviewed the tree, and all relevant documentation has been recorded prior to the tree’s removal.

Trees should be felled in areas away from structural ash and debris, utilities, fences, or septic tanks. Should it be necessary to fall a tree in the ash, the tree shall be handled as impacted ash and debris. In some cases, it may be decontaminated, as approved by the User Agency’s OSC or designee. All wastes generated from the removal of trees will be hauled to an appropriate waste or recycling facility.

6.24 Damage Claims from Public and Private Properties (DDHTR Contractor, A&M Contractor – Monitors and Documents)

Damage claims that arise from Debris Removal or Hazard Tree Removal operations will be documented by the A&M Contractor(s). After a review of the details, from the documentation of the damage, the IMT will make a decision regarding the validity of the damage claim and who, if anyone, will be responsible for repairing the reported damage. The DDHTR Contractor may be liable to repair such damages as directed by the IMT.

Rural roads will be repaired, restored, and prepared for the winter period utilizing Best Management Practices specified by the Forest Practice Rules, as an example, the Handbook for Forest, Ranch, and Rural Roads provides specifics for preparing rural roads, [Chapter 7 Section H. Winterizing Roads](https://www.pacificwatershed.com/sites/default/files/RoadsEnglishBOOKapril2015b.pdf), (<https://www.pacificwatershed.com/sites/default/files/RoadsEnglishBOOKapril2015b.pdf>).

“Before winter or the wet season, all permanent, seasonal, and temporary roads should be inspected and prepared for the coming rains. Winterizing consists of maintenance and erosion control work needed to drain the road surface, to ensure free-flowing ditches and drains, and to open all culverts to their maximum capacity. On unsurfaced roads, water bars may be required at spacings dictated by the road gradient and the erodibility of the soil, as well as the proximity of the drainage structure to a stream (Table 3). Trash barriers, culvert inlet basins, and pipe inlets should all be cleaned of floatable debris and sediment accumulations. Ditches that are partially or entirely plugged with soil and debris should be cleaned, and heavy concentrations of vegetation which impede ditch flow should be trimmed. This is also the best time to excavate all unstable or potentially unstable road fills and side cast which could fail and be delivered to a watercourse during the coming wet season. All bare soil areas which were disturbed by maintenance work or

other activities should be seeded and mulched with straw. Once seasonal and temporary roads have been winterized, they should be gated and closed to “non-essential” traffic.”

6.25 Dangerous Conditions

Wildfire disasters can uncover and cause a number of dangerous conditions that would otherwise go undetected. Besides the dangerous conditions from burned trees, past User Agency disaster Operations have also discovered hand-dug wells and cisterns, unsecured mine shafts and tunnels, and unsafe bridges. These items may need to be addressed by the DDHTR Contractor either using contract bid items, if applicable, or by working through a contract change order process to assess the costs and include them in the DDHTR Contractor’s scope of work. Other unexpected dangers experienced include disgruntled and/or distraught property owners or neighbors. Care and respect shall be taken when approaching any local residents. If the A&M Contractor or DDHTR Contractor finds themselves facing an angry or distraught person, they should not engage, go to a safe location, and contact both health and safety officer and the User Agency’s OSC asap to describe the circumstances and to await further instructions.

6.26 Temporary Bridges

Access to some properties may require placement/construction of temporary bridges (due to damaged, undersized, or non-existent bridges) across active or intermittent streams, ravines, or other waterways. The DDHTR Contractor shall be prepared and required to place/construct such temporary bridges up to fifty (50) foot spans, between the ordinary high-water marks, as part of these operations. Bridges necessary to span greater distances may be compensated separately. 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 will be responsible for submitting such necessary permits.

The DDHTR Contractor shall provide temporary bridges concurrent with IMT direction to maintain the pace of disaster recovery operations. At no point shall debris or hazard tree removal operations be delayed due to the DDHTR Contractor deploying a limited number of temporary bridges, contrary to the IMT’s direction. DDHTR contractor shall be responsible for deploying temporary bridges within thirty (30) days of notice from the IMT. The DDHTR shall be responsible for providing a sufficient number of temporary bridges concurrently to ensure no delay to recovery operations. The A&M Contractor shall assist the IMT in determining the need for any temporary bridges and the appropriate span length of the temporary bridges.

All temporary bridges shall be removed by the DDHTR contractor once all parcels requiring the bridge for access are returned to the county.

6.27 Base Rock Placement

Base rock materials, used to assist the DDHTR Contractor to access ROE properties or to access debris piles on such properties, must meet the requirements of Section 26 of the 2018 CalTrans Standard Specifications for $\frac{3}{4}$ " Class 2 Aggregate Base, placed at a nominal thickness of three (3) inches with a ninety-five (95) percent relative compaction. Recycled material that meets CalTrans specifications for Class 2 Aggregate Base is acceptable. Base rock should be deployed, when necessary, to make safe access to work sites.

7 POST DEBRIS REMOVAL OPERATIONS

7.1 Confirmation Sampling (A&M Contractor)

Confirmation sampling will be conducted after fire-related structural debris has been removed from a property. After the debris is removed, representative soil samples will be collected and analyzed to measure concentrations of constituents of concern. The number of soil samples collected per excavated area on a parcel will be determined based on the estimated square footage of the ash footprint; a minimum of one (1) composite sample will be collected from a footprint measuring approximately one hundred (100) square feet or less.

If the ash footprint is greater than five thousand (5,000) square feet, the A&M Contractor will prepare a sampling strategy such no five-point decision unit has any dimension greater than one hundred (100) feet. In general, a sampling strategy of one additional decision unit per one thousand (1,000) square feet if the ash footprint exceeds five thousand (5,000) square feet should be followed. All sampling strategies should use a five (5) point dice pattern for single, double, or irregular shape decision units. If two, five (5) point dice decision units are used, the adjacent five (5) point composite sample point shall be a minimum of twelve (12) inches away from the other decision unit. Each decision unit shall have a unique sampling location and should not be co-located. Contiguous decision units of (3) three or more should favor the use of a straight-line pattern.

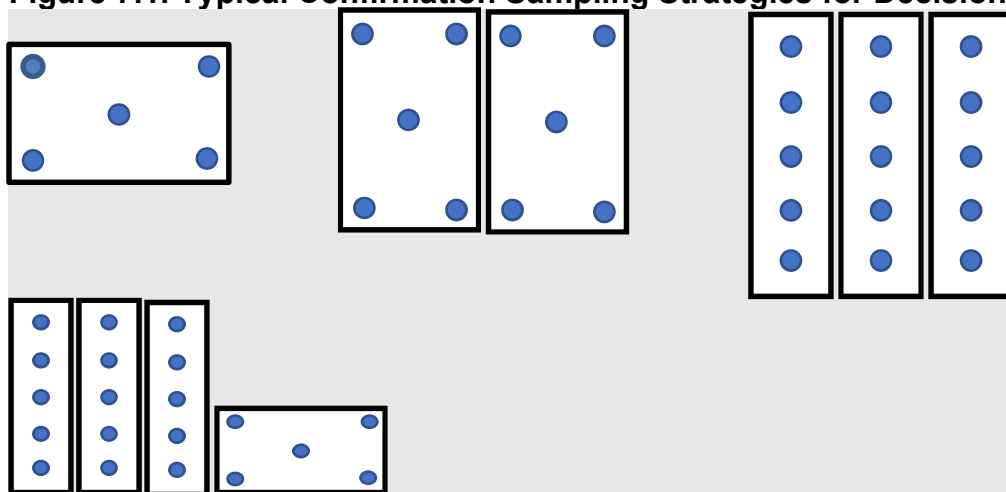
Table 7 below indicates the total number of five (5) point composite samples needed to be collected based on the estimated square footage of ash footprint.

Table 7. Confirmation Sampling Matrix

Estimated Square Footage of Ash Footprint (Decision Unit)	Number of 5-Point Aliquots
0 – 100 square feet	1
101 – 1,000 square feet	2
1,001 – 1,500 square feet	3
1,501 – 2,000 square feet	4
2,001 – 5,000 square feet	5

Estimated Square Footage of Ash Footprint (Decision Unit)	Number of 5-Point Aliquots
> 5,000 square feet	Sampling strategy will be discussed between the IMT and Environmental A&M Contractor.

Figure 7.1. Typical Confirmation Sampling Strategies for Decision Units



All confirmation samples will be collected from a depth of zero (0) to three (3) inches using a dedicated four (4) ounce plastic scoop and placed in eight (8) ounce jars. Samples will be shipped to an approved laboratory for analysis for Title 22 Metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) by EPA Method 6020 and/or EPA Method 7471A for Mercury. Other analytes were not selected based on previous fire incident sampling (CalEPA 2015). Each aliquot location will be recorded on the site assessment log and physically marked with irrigation flags. A geographic positioning system (GPS) may also be used if sample locations are not easily determined.

If any of the areas exceed the site-specific screening levels, the aliquot (sample) locations will be evaluated, and it will be decided by User Agency and the A&M Contractor if a localized scrape or a full scrape of the portion of the remediated footprint will be needed. Upon completion of this remediation, the A&M Contractor will collect the same five-point composite sample from the area and submit them for analysis as discussed above.

Confirmation sampling results will be compared to the project-established cleanup goals to assess the effectiveness of the ash and debris removal. The A&M Contractor will evaluate the analytical results by comparing the soil sampling results to the pre-determined background concentrations and cleanup goals. If any of the confirmation sampling results exceed cleanup goals, the parcel will be further excavated (Re-

scraped) at the direction of the User Agency's OSC, and the A&M Contractor will collect additional confirmation soil samples after the excavation is complete.

All soil confirmation samples will go through a Level 2 verification process.

Once the samples pass the cleanup goals or site-specific goals, the DDHTR Contractor has placed the required and approved erosion control materials, and a final site walk conducted and approved by the User Agency's OSC or designee, a sample approval form will be forwarded to the local government so the property owner can begin the permit process. The property owner is not allowed to impact the sampling area until erosion control and the final site walk is complete.

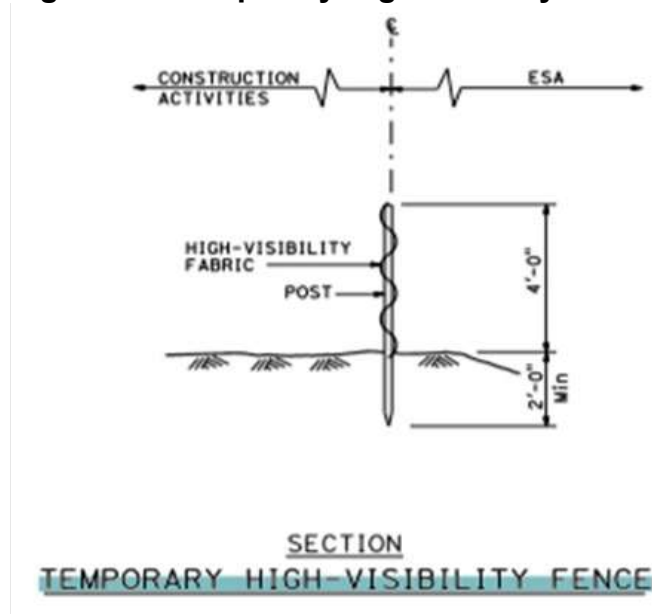
Cleanup goals will be established by User Agency with support from the A&M Contractor.

7.2 Temporary Safety Fencing Installation (CalTrans Type ESA) (DDHTR Contractor, A&M Contractor – Monitors and Documents)

Temporary Safety fences, as described in the following paragraphs, will be installed around potential safety hazards, such as swimming pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined by the User Agency's OSC or designee. Sites on which fencing is to be placed will have been cleared of ash and or other debris as part of the overall debris removal operation. Fencing will be installed after the DDHTR Contractor has demobilized from the area and the property has passed its soil sampling and analysis testing. The fencing is intended as a safety precaution to indicate that there are nearby fall hazards after the debris removal operation has been completed. The fence is intended to minimize access in areas directed by the User Agency's OSC. This fencing will not be removed by the DDHTR Contractor.

A temporary fence shall be furnished, installed, and maintained (while the DDHTR Contractor is deployed to the Operational area and until the properties are signed off back to the County, in conformance with the details shown on the plans below (Figure 7.2, Temporary High Visibility Fence), as specified in these special provisions and as directed by the User Agency's OSC or designee.

Figure 7.2 Temporary High Visibility Fence



Used materials may be installed provided that the used materials conform to these special provisions. Materials for temporary safety fence (Type - Environmentally Sensitive Area - ESA) shall conform to the following:

High visibility fabric shall be machine-produced, orange-colored mesh manufactured from polypropylene or polyethylene. High visibility fabric may be made of recycled materials. Materials shall not contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet resistant shall be a minimum of five (5) feet in width with a maximum mesh opening of two (2) inches x two (2) inches. High visibility fabric shall be furnished in one (1) continuous width and shall not be spliced to conform to the specified width dimension.

Posts for temporary safety fence (Type ESA) shall be of one (1) of the following:

- a) Wood posts shall be fir or pine, shall have a minimum cross-section of two (2) inches x two (2) inches, and a minimum length of five (5) to six (6) feet the end of the post to be embedded in the soil shall be pointed. Wood posts shall not be treated with wood preservatives.
- b) Steel posts shall have a "U", "T", "L," or another cross-sectional shape that resists failure by lateral loads. Steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of five (5) to six (6) feet.

One (1) end of the steel post shall be pointed, and the other end shall have a high visibility colored top.

Fasteners for attaching high visibility fabric to the posts shall be as follows:

- a) The high visibility fabric shall be attached to wooden posts with commercial quality nails or staples or as recommended by the manufacturer or supplier.
- b) Tie wire or locking plastic fasteners shall be used for attaching the high visibility fabric to steel posts. The maximum spacing of tie wire or fasteners shall be two (2) feet along the length of the steel post.

The temporary fence(s) shall be installed as follows:

- 1) All fence construction activities shall be conducted from outside the ESA as shown in the figure above or as staked.
- 2) Posts shall be embedded in the soil a minimum of one (1) foot. Post spacing shall be eight (8) feet maximum from center to center and shall at all times support the fence in a vertical position.

8 HAZARD TREE REMOVAL OPERATIONS

If User Agency elects to include hazard tree removal in the Operation, the following section applies.

8.1 Eligibility

8.1.1 Hazard Tree Categories

For the purposes of these Special Provisions, hazard trees are classified into four categories. The User Agency will determine and advise the A&M Contractor what categories of trees are eligible for assessment. For all categories of hazard trees, refer to the "Criteria" section for additional requirements regarding which trees are eligible for removal.

- A. Category 1 – Public Right-of-Way Tree: A tree rooted in the publicly owned or maintained right-of-way (ROW) of the local government, as defined by local California municipal code, not to include lands owned by the Federal Government.
- B. Category 2 – Danger Tree: A tree on an enrolled private property that prohibits the safe operation of debris removal personnel, as determined by the DDHTR contractor. Removal of these trees is a component of the structural debris removal function and is not eligible for separate compensation.

- C. Category 3 – PPDR Tree with Public Improved Property Target: Tree on an enrolled private property that is within striking distance of public ROW or other public improved property (for example: public schools, libraries, or other public buildings).
- D. Category 4 – PPDR Tree with Private Road Target: Tree on an enrolled private property that is within striking distance of a private road (see “Road Types” for an additional definition of “private road”).
- E. Category 5 – Public Property Target: Tree on approved public agency property threatening public improved property.

8.1.2 Road Types

The following descriptions define whether a road should be considered “public” or “private” for purposes of determining whether a tree should be classified under Category 3 or Category 4 of the above section.

8.1.3 Public Roads

- A. Public roads are legally defined by recorded map and include improved and unimproved land within a public right of way
- B. Public roads within the operational area that are owned and maintained by fee title or easement by the local government jurisdiction; public roads are intended for use as multi-modal transportation corridors for the mobility of people, goods, and services. Public roads serve vehicles, pedestrians, bicycles, mass transit, service companies, such as mail and package delivery, waste-haulers, and emergency responders.
- C. For the purpose of the Operation, the public road right of way is generally determined and validated by the local agency
- D. The public road right of way includes the roadway and the adjacent improved or unimproved portion of the roadside.

8.1.4 Private Roads

- A. Private roads include improved and unimproved land.
- B. Private roads within the operational area are generally owned and maintained as an easement by one (1) or more private property owners (see Civil Code section 845(b)). Such easements by use are generally recorded and defined by a title. Private road easements may be maintained by one or more property owners or by legal entities such as a Homeowner’s Association by Covenants,

Conditions, and Restrictions (CCRs), a non-profit corporation, or another corporate entity.

- C. The private road right of way includes the road surface, such as pavement, gravel, or other road surface materials.

8.1.5 Criteria

Potential hazard trees will be identified as eligible utilizing the following criteria:

- A. The tree is rooted on a private parcel with a Right-of-Entry permit or approved public lands (including Rights-of-Way).
- B. The tree is dead or likely to die in the next five (5) years as a result of the declared wildfire, as determined by a Registered Professional Forester or a Certified Arborist with a Tree Risk Assessment Qualification (TRAQ) certification.
- C. The tree is standing and, as determined by the Registered Professional Forester or TRAQ Certified Arborist, presents a hazard to the public right-of-way, public improved property, or other IMT- designated eligible target. For the purposes of this Operation, to assist in the determination of whether the tree presents a hazard, the Registered Professional Forester or TRAQ Certified Arborist should consider the tree's distance from the target pursuant to U.S. Occupational Safety and Health Administration (OSHA) criteria for establishing work areas. This OSHA standard prescribes at least two (2) tree lengths (two hundred (200) percent the height of the tree) and a greater distance where conditions make rolling or sliding of trees reasonably foreseeable, or the grade of the land the tree sits upon is such that the tree could not reach the target (on a steep slope below the target).
- D. The tree has a diameter of six (6) inches or greater, measured 4.5 feet above ground height.

8.1.6 Identification of Potentially Eligible Parcels (A&M Contractor)

The A&M Contractor is responsible for determining which enrolled private parcels could be potentially eligible for hazard tree removal and should be inspected by a Registered Professional Forester or TRAQ Certified Arborist through a desktop review.

Parcel eligibility for hazard tree removal will be determined using the "Buffer" analysis tool in ArcGIS (or equal compatible software as directed by the User Agency), an analytical tool that approximates which parcels are adjacent to rights of way. The result of this analysis will identify which parcels fall within the "public road

buffer,” a geographic polygon extending on both sides of the centerline of the public road right of way. GIS shapefiles (or equal) identifying public roads shall be acquired from all involved local jurisdictions for this analysis unless otherwise provided or directed by the User Agency. The buffer distance for the public roads layer(s) shall be determined based on the height-distance to target criteria described in the “Criteria” (8.1.5) section of this plan and the expected height of trees in the area. The buffer should be applied to both sides of the centerline of the road right of way. Parcels that intersect with the public roads buffer should receive a hazard tree assessment. The IMT should appropriately consider scenarios where trees taller than the expected height are discovered and adjust assessment procedures where warranted.

8.2 Soft Start

To confirm the A&M Contractor and DDHTR Contractor’s readiness to conduct hazard tree removal operations, “Soft Starts” will be conducted at two (2) milestones:

- A. Start of hazard tree removal assessment.
- B. Start of the hazard tree removal.

8.3 Assessment and Monitoring (A&M) Activities (A&M Contractor)

Once directed to start work, the A&M consultant will perform one (1) full day of hazard tree assessments. They will also perform one (1) full day of video recording for the roadways within the burn scar. Once a full day of assessments has occurred, the A&M Contractor will provide a presentation to the User Agency, reviewing the assessment protocols and processes and the resulting data. The User Agency will determine whether the protocols, processes, and resulting data are sufficient to commence hazard tree assessment. If the User Agency determines the results are insufficient, it will provide feedback and needed corrections to the A&M Contractor. The A&M Contractor will be provided five (5) working days to make the requested adjustments unless the User Agency determines a different timeframe is warranted. Once adjustments are made, the A&M Contractor will perform another day of work and re-present the results to the User Agency the day following the work. The User Agency may continue to direct adjustments until the product is sufficient to commence hazard tree assessment.

8.4 Hazard Tree Removal (DDHTR Contractor and A&M Contractor)

All parties will be present to perform their function of the tree removal process, including, but not limited to, the pre-work site walk (referred to as the “360-degree Site Walk”), reviewing of documents via the consultant’s platform, safety area establishment, ticket issuance, roles and responsibilities of all parties, communication between all

parties including the DDHTR Contractor and the A&M Contractor, and traffic control. Following the completion of the soft-start day, the A&M Contractor will provide the User Agency with examples of the documentation collected. The User Agency will confirm the documented collected is sufficient to commence hazard tree removal operations. If the User Agency determines documentation is insufficient, the User Agency may direct that the A&M Contractor make adjustments to its documentation processes and conduct an additional soft start to evidence that all requested changes have been made. All adjustments must be made within five (5) working days.

8.5 Assessment (A&M Contractor)

Credentials:

Only a Registered Professional Forester or TRAQ Certified Arborist may perform hazard tree assessment. Additional staff may be assigned to assist in documentation, tagging, or other activities not directly related to assessing hazard trees.

8.5.1 Pre-Assessment Activities (A&M Contractor)

An assessment team will be composed of a Registered Professional Forester or TRAQ Certified Arborist and at least one (1) Crew Leader. The assessment team will be assigned to authorized, enrolled private properties or segments of the public right of way ("ROW Segments"). The Planning Group will provide the assessment team with a daily list of enrolled private properties and/or ROW segments to assess. The assessment team will review the Right of Entry Permit (ROE) prior to entering the property, which contains the address, the corresponding assessor's parcel number (APN), homeowner accounts and descriptions, and other pertinent site information. The assessment team will mobilize and, using the information provided in the ROE, confirm they are at the correct property. Parcel maps and GPS-equipped applications may also be used to help the assessment team confirm the property.

Prior to entering the property, the assessment team will conduct a health and safety review to communicate the site-specific emergency response plan, known or anticipated hazards (e.g., overhead lines), unusual conditions, and other information relevant to performing work on the property. The team will conduct a 360-degree Site Walk to identify additional, previously unknown hazards and mitigate them prior to entering the site.

8.5.2 Hazard Tree Assessment Process (A&M Contractor)

As described in Exhibit A, Section B., Item 14) "Development of a Hazard Tree Assessment Methodology," the A&M Contractor shall develop and present to the

User Agency a technical methodology for identifying and assessing hazard trees. The methodology should account for all requirements herein and be used consistently throughout the Operation.

Additionally, the A&M Contractors hazard tree assessment process should account for the following:

- A. Appropriate controls for ensuring all eligible targets are accounted for in the assessment.
- B. Appropriate processes for accounting for other tree mortality factors, such as drought or insect infestation, and for ensuring that only trees that are dead or likely to die in the next five (5) years as a result of the declared wildfire are marked for removal.
- C. Processes for a Modified Tree Assessment for steep slopes where standard assessment processes are impracticable or unsafe:
 - 1) GPS Coordinates will be located at the closest safely accessible area on the road to which its address or ROW segment is assigned.
 - 2) The diameter will be estimated remotely with the help of binoculars and a range finder. No photo of the tree diameter would be provided. The actual diameter of the tree will be determined when it is brought to a safely accessible area.
 - 3) No stump photo will be taken. If the tree must be brought off the slope, the arborist or TFL will take a photo of the cut face; however, no spray paint or tag will be affixed to the tree.
- D. Other scenarios in which a standard tree assessment is impracticable or unsafe.

8.5.3 Hazard Tree Assessment Documentation (A&M Contractor)

As part of the Strike Team, the Contractor Arborist shall mark and document all hazard trees with a User Agency approved Esri-compatible data collection software. The User Agency approved Esri-compatible data collection software shall be accessible and viewable by the User Agency at all times during the operation. Data collected shall include:

- A. Unique identification numbers for all trees.
- B. The number of trees (on the parcel or county road segment) on a SA map.

- C. Each tree's species (as determined by the Arborist).
- D. Tree height.
- E. Tree diameter (at 4.5 feet above ground level).
- F. The relative height of the tree is measured by a hypsometer or measuring tape and a clinometer or equal industry-standard method.
- G. Tree GPS coordinates.
- H. Distance of tree to eligible target measured by hypsometer or measuring tape.
- I. Photographs of each tree before removal showing all of the following unless directed and approved by the User Agency:
 - 1) The unique identification number on the tree trunk prior to felling.
 - 2) The diameter on the measuring tape.
 - 3) The tree standing and in context (photo should be taken from sufficient distance away from the tree to show the tree alongside the rest of the parcel).
 - 4) The threatened public improved property or right of way from the perspective of the hazard tree.

A&M Contractor shall place all data and photographs collected (including the map prepared in "e)" below) in a database folder for each property by APN and available to the IMT electronically in the GIS management services database (refer to Section 5.B.11). Information shall be uploaded to the Contractor's database and accessible by the User Agency and IMT within twenty-four (24) hours of the day the tree was assessed.

A&M Contractor shall create a map showing the location of the trees included on the property or ROW. This survey map shall include a tree represented as a circle and tagged with a tree identification number. As necessary, A&M Contractor shall utilize Licensed Land Surveyor(s) (with all required survey equipment) as part of a two-person survey team(s) to delineate hazard tree locations with respect to property lines.

When necessary, the Strike Team shall mark approximate property boundaries if access to hazard trees that are marked to be cut may require access across such a boundary or if the trees may fall across such boundaries after being felled. Mark this possibility on the site map.

8.5.3 Hazard Tree Marking Specifications (A&M Contractor)

Contractor shall mark each hazard tree in accordance with the specifications provided below unless otherwise directed by the User Agency:

- A. Three blue dots shall be painted with marking paint on the bole of the tree at breast height in a manner such that the dots will be visible from multiple angles.
- B. A metal tag marked with both the Unique ID number of the hazard tree and a barcode connected to the Unique ID number should be affixed with a nail to the tree below the cut line (less than six inches from the ground). The metal tag should be circled with blue marking paint to ensure it is noticeable.

8.5.4 Boundary Trees (A&M Contractor)

A "Boundary Tree" generally refers to a tree that straddles a boundary line. The Professional Land Surveyor(s) are requested to locate and mark in the field and prepare a written report regarding certain Boundary Trees with respect to the relevant boundary line(s). At a minimum, the written report from a Professional Land Surveyor of Boundary Trees should include the following elements for each tree:

- A. Tree ID
- B. General tree type (conifer, deciduous)
- C. Approximate tree diameter
- D. Property Address(es)
- E. Property APN(s)
- F. Determine the relationship of subject trees to relevant boundaries
- G. Map to scale of relevant boundary lines and tree(s)
- H. Identify the surveyor, the surveyor's address, and license number; and
- I. Identify the north reference and/or basis of bearings

8.6 Work Management Planning

8.6.1 Prioritization Considerations for Runways (User Agency or Designee)

Parcels will be prioritized for hazard tree removal by the User Agency. The User Agency may consider a number of factors when prioritizing parcels and developing work schedules to meet operational needs to ensure parcels move expeditiously through the debris process so the property owner can commence rebuilding or protecting the public. At times this prioritization may impact contractor operational efficiency. Below are example priorities that the User Agency may elect to implement:

- A. Imminent Dangerous Trees

Parcels with trees that, in the opinion of the User Agency or A&M Contractor, pose a more imminent risk to the public may be prioritized above others.

B. Debris Removal Properties Approved for Erosion Control

Prioritizing properties for which soil samples meet operational cleanup goals and are deemed ready for erosion control by the User Agency or designee will ensure that the hazard tree removal function can proceed expeditiously through the hazard tree removal process.

C. Hazard Tree Only

Properties that do not require structural debris removal generally have fewer dependencies, and hazard tree removal may be able to commence on these properties sooner than others.

D. Debris Containing Properties

These parcels have not yet been entirely cleared of debris or contaminated soil; however, the hazard trees can be safely felled if tree operations can be conducted without disturbing the debris and ash footprint.

E. ROW Trees

ROW Trees may be prioritized by the User Agency. These trees may be the highest priority if presenting an immediate threat to the traveling public.

8.6.2 Work Management Processes

The User Agency shall establish appropriate work management processes or may direct the A&M Contractor to develop a work management process for managing hazard tree assessment and removal activities. The User Agency's work management process may define timelines under which the A&M Contractor and the DDHTR Contractor shall complete certain tasks. The User Agency may elect to divide the work into "Work Packages" as described below:

- A. Available work (enrolled private parcels or ROW segments) will be divided into Work Packages.
- B. A Work Package will be assigned to the A&M Contractor, who will complete all-hazard tree assessments (if not completed prior to Work Package development),

biological inspections, archaeological inspections, and any other required pre-felling inspections. The User Agency may define the timeline by which these pre-felling inspections shall be completed for each Work Package, based on the size and complexity of the Work Package.

- C. A Work Package will subsequently be assigned to the DDHTR Contractor for pre-inspection. During pre-inspection, the DDHTR Contractor shall determine and document the means and methods for felling and removal (such as type of equipment to be used, potential access issues, or any required permits or CAL FIRE regulatory documents).
- D. Once the DDHTR Contractor has completed all pre-inspection tasks, that Work Package will be assigned to the DDHTR Contractor for hazard tree removal. The DDHTR Contractor will complete all felling and removal operations for the Work Package. The User Agency may prescribe expected or required timeframes for completing operations in the Work Package or may elect not to release additional Work Packages until prior Work Packages are complete. The intent is to prosecute the full scope of the work in a systematic and incremental manner.
- E. The User Agency may direct the A&M Contractor to validate the completion of the Work Package or otherwise assist in determining that all needed hazard tree removal operations have been completed within a Work Package or set geographic area.

8.7 Pre-Felling Inspections (DDHTR Contractor)

8.7.1 Forest Practice Considerations

The DDHTR Contractor, as a California Licensed Timber Operator (LTO), is responsible for their compliance with the Forest Practice Rules. The DDHTR Contractor's Registered Professional Forester (RPF) is tasked with drafting and submitting permitting and regulatory documents and oversight of all aspects of a Timber Harvest activity, acting as a lead in interpretation of the Forest Practice Rules. In this capacity, the RPF will typically oversee the placement and mapping of the Watercourse and Lake Protection Zone (WLPZ) by determining stream class, slope, and other factors; supervise or determine the mortality of dead or dying trees; work with the archaeologists, or act in their capacity to determine and put in avoidance, minimization, and mitigation measures to protect significant cultural and prehistoric sites; working with biologists, or acting in their capacity to determine and put in avoidance measures to protect endangered or threatened species, and nesting birds; work with the CAL FIRE Unit Inspector to determine the best means and methods to fell trees near sensitive resources, and enforce all other aspects of the Forest Practice Rules.

The A&M Contractor's RPF(s) is/are responsible for assisting the User Agency in ensuring DDHTR Contractor's compliance with the Forest Practice Rules and overseeing hazard tree assessment operations.

8.7.2 Consultant Pre-Inspection (A&M Contractor)

Arborist Final Assessment

The User Agency may request that at least forty-eight (48) hours but no more than seven (7) working days prior to the beginning of the hazard tree removal, a final hazard tree assessment will be conducted by an RPF or TRAQ Certified Arborist certification to ensure all potential hazard trees have been assessed and all marked trees meet hazard tree eligibility criteria.

Final Biological Review

The User Agency may direct that the A&M Contractor perform a final biological review prior to felling. The need and specification for such a review are discussed in greater detail in the Environmental Protection Plan.

Data Validation

Prior to commencing hazard tree removal on each parcel or ROW segment, the A&M Contractor shall confirm that all hazard tree data and, if applicable, documented permits associated with the parcel or ROW segment are accounted for and match across all data sets. The A&M Contractor shall:

- A. Confirm the appropriate hazard tree assessment is accounted for and accessible.
 - 1) Confirm the count of hazard trees identified in the assessment matches the count of unique tree photos in the assessment.
 - 2) Confirm the count of hazard trees identified in the assessment matches the count of hazard trees on the tree sketch.
 - 3) Confirm that all exception/incidental trees are identified and noted in the tree assessment and sketch.
- B. Confirm that the count of hazards trees in the tree assessment matches the count in the approved database.
- C. Confirm that the number of tree tags associated with this APN matches the count of trees identified in the hazard tree assessment.

- D. Confirm that, if applicable, the required permits are associated with the correct APN and are documented properly in the approved database.
- E. If any of the above criteria are not met, the discrepancies should be resolved via a desktop or physical site review prior to the parcel being assigned to a tree-felling crew or placed on a runway.

8.7.3 Contractor Pre-Inspection (DDHTR Contractor)

The DDHTR Contractor shall inspect the property prior to beginning tree-felling operations to determine the preferred means and methods, identify access issues, incidental trees (trees that inhibit the safe felling of eligible hazard trees), and any property owner issues or concerns. This information should be provided to the User Agency upon completion of pre-inspection on a parcel to ensure it can be accounted for in the User Agency and A&M Contractor's planning.

The DDHTR Contractor may also be required to physically mark timber onsite prior to the Operation's felling operation, such as with marking paint or flagging tape. The purpose of this marking is to delineate what timber must be removed by the DDHTR Contractor and what timber was pre-existing and will not be removed.

It is the DDHTR Contractor's decision to utilize an adjacent property to fell an eligible hazard tree. Where a DDHTR Contractor utilizes an adjacent property to fell, remove, or manage an eligible hazard tree, the DDHTR Contractor shall ensure the following minimum steps occur prior to commencement of felling activities:

- A. Establish that a valid ROE Permit or Access ROE exists for the adjacent property.
- B. Ensure all archaeological and biological protocols and protection measures are in place; and
- C. Make reasonable attempts to notify the adjacent property owners. At a minimum, the DDHTR Contractor (or the A&M Contractor, if requested by the User Agency) must attempt to make contact with this adjacent property owner no less than twenty-four (24) hours before the start of work.

In making a decision to utilize an adjacent property to fell, remove, or manage an eligible hazard tree, the DDHTR Contractor shall acknowledge:

- 1) Several factors including, property ownership changes, could affect the accuracy of available information relating to adjacent properties.

- 2) The A&M Contractor may not have accurate information to support the proposed activities on an adjacent property.

The DDHTR Contractor bears sole responsibility for all harm resulting from its decision to use an adjacent property to fell, remove, or manage an eligible hazard tree. To minimize these risks to the DDHTR Contractor, the DDHTR Contractor should incorporate the potential for felling eligible hazard trees into adjacent properties into the compulsory pre-inspection protocols and provide advance notice to A&M Contractor.

A&M Contractor personnel, to the best of their abilities and knowledge, should advise the DDHTR Contractor whether any of the DDHTR Contractors' proposed activities could result in harm to the Operation, including any available information relating to an ROE Form or the known archaeological and biological information for that immediate area. In doing so, the A&M Contractor personnel shall consider the specific circumstances where the DDHTR Contractors elects to use an adjacent property with approved ROE Forms to fell eligible hazard trees. The A&M Contractor personnel shall record all pertinent information.

8.8 Hazard Tree Felling and Removal

8.8.1 Pre-Work Walk (360 Degree Site Walk) (DDHTR Contractor and A&M Contractor)

This walk is conducted by both the DDHTR Contractor and A&M Contractor's TFL by walking the entire parcel to accomplish the following: Identify property boundaries, ingress and egress routes, anticipated felling techniques to be used, potential incidental trees to be taken, review the listing of eligible trees and site sketch against marked trees on-site and document changes such that it reflects what is observed, identify and mark (if not already marked) septic tanks, wells, utility connections, and other fixed structures that could be damaged, identify drop zone and mark the area, establish traffic control (see Traffic Control Guidance in Section 5.22), and physically mark trees which had already been assessed and determined to be eligible hazard trees which are no longer standing. For each 360-degree Site Walk, the DDHTR Contractor and A&M Contractor shall agree to the number of eligible hazard trees to be felled (prior to any actual tree felling), record the number of trees actually felled, reconcile any discrepancies, and report any disputes using the Chain of Command.

8.8.2 Responsibilities of the A&M Contractor

Pre-Felling Documentation

The A&M Contractor shall photograph each tree immediately prior to, but no more than twenty-four (24) hours prior to, felling. This photograph must show that the tree is standing and has not been felled by others. If the tree has fallen naturally or appears to have been felled by a third party, the A&M Contractor should photograph the current condition of the tree (or stump) and notate the finding in its database.

The A&M Contractor should validate the GPS coordinates of each tree at the time of felling to ensure the coordinates reflected in the A&M contractor's database are accurate.

Post-Felling Documentation

The felled surface of each stump must be marked with the last three (3) numbers of its unique identification number with marking paint.

The A&M Contractor shall photograph each tree stump after the tree is felled. The photograph must show the tree tag and the painted number on the cut surface.

Any changes in the total tree count must be documented.

A final GIS site map, which includes GPS coordinates of each tree, shall be created.

At the User Agency's discretion, alternative forms of documentation may be followed to accommodate specific site conditions. Some examples include:

- A. White paint marking an "X" for previously located stumps that have been removed during tree felling.
- B. Documentary evidence captured concurrently with tree felling
- C. Other assessment documentation methods that accommodate safety concerns, as determined by the User Agency

Archeological and Biological Monitoring

Consultants/Monitors will produce the assessment and monitoring post-felling reports for Endangered Species Act Section 7 and National Historic Preservation Act Section 106 compliance. The report will include all documents and will be sent to the Environmental Lead for review and final approval. Other guidance, direction, or requirements are outlined in the EPP.

8.8.3 Responsibilities of the DDHTR Contractor

The DDHTR Contractor's Crew supervisor will decide how the tree felling will be accomplished and inform the TFL during the 360-degree Site Walk. All

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trees must be felled in a safe manner and in a manner that does not impact neighboring unenrolled parcels, public infrastructure, or improved property (including underground infrastructures, such as septic tanks, utility lines, etc.).

The DDHTR Contractor's Crews will fell hazard trees as identified and marked by the A&M Contractor's Arborist, and stumps will be flush cut (within six (6) inches) to existing terrain surface or as required in local government encroachment permits. No stumps will be removed unless pre-approved/directed by the User Agency or designee.

The DDHTR Contractor must ensure reasonable access is provided to the A&M Contractor to perform their tasks, as specified in these Special Provisions, or as otherwise directed by the User Agency. Provision of this reasonable access may impact the DDHTR Contractor's operational efficiency.

Felled trees and other vegetative debris will then be collected and removed from the site. In some situations, the User Agency may direct that certain trees are lopped and scattered on-site or otherwise not removed for environmental protection or safety reasons. Trees and/or tops and limbs may be chipped directly into trucks on site, transported to a Hazard Tree Processing Yard for processing, or hauled directly to end use facilities at the discretion of the DDHTR Contractor. If directed by the User Agency, the DDHTR Contractor will place no more than two (2) to three (3) inches of chipped slash on all areas greater than one hundred (100) contiguous square feet where the soil has been disturbed by the DDHTR Contractor's hazard tree removal operation. The User Agency may prescribe specific requirements for wood chipping, for example:

- A. The Wood mulch shall be placed to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water.
- B. The wood mulch shall be a maximum of ½ to 3 inches in length and an average thickness of 1/16 to 3/8 inches in any direction,
- C. Efforts shall be made to preserve existing vegetation, if practicable.

It is expected that the DDHTR Contractor will complete all necessary felling, processing, chipping, and removal activities as part of a singular operation rather than multiple discrete steps unless otherwise authorized by User Agency. For example, the DDHTR Contractor shall not split hazard tree removal crews into multiple discrete units (for example, separate wood management, tree felling, and tree removal crew). Each Hazard Tree Removal Crew must include all required equipment and personnel to complete the full felling, processing, and removal process. Such equipment may include, for example:

- A. One (1) crane or rubber tired and/or rubber tracker bucket rig
- B. One to two (1 – 2) tree fallers or heavy equipment for tree falling, such as a feller buncher
- C. One to two (1 – 2) laborers for processing fallen timber
- D. One (1) skid steer or excavator for handling timber onsite
- E. One (1) track or tow-behind chipper
- F. 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.

The User Agency 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. The DDHTR Contractor is responsible for providing all necessary equipment and personnel to safely fell, process, and remove all marked hazard trees and wood materials, which may exceed the equipment and personnel listed above. No additional compensation will be provided for additional equipment or personnel.

Wood material other than chips or mulch used for erosion control shall not be left on site after the demobilization of the Hazard Tree Removal Crew. With the approval of the User Agency, Hazard Tree Removal Crews may be permitted to work on multiple parcels concurrently (for example, the felling component of the crew may advance to the next scheduled parcel while the chipping and removal components are continuing work on the initial parcel). The User Agency may prescribe how many parcels may be actively worked per Hazard Tree Removal Crew. However, methodologies that bifurcate felling and removal operations as a standard practice are unacceptable unless specifically authorized by the User Agency. A Hazard Tree Removal Crew should demobilize from a parcel prior to removing all wood material only in cases where a weather standdown or other nonworking day is ordered.

8.9 Post Tree Felling and Removal Site Walk (DDHTR Contractor, A&M Contractor).

Prior to the Hazard Tree Removal Crew's demobilization, the A&M Contractor and DDHTR Contractor shall confirm the following and document on the A&M Contractor provided "tree felling, and removal site walk form/survey":

- A. All marked hazard trees have been removed from the property.

- B. Any marked hazard trees that fell naturally or which appear to have been felled by others are documented (i.e., pictures or other evidence), with the tag removed and the marking paint concealed (Both A&M and DDHTR Contractors).
- C. If applicable, tree erosion control (chips) has been applied to appropriate disturbed areas. Chipping complies with all contract specifications regarding size and depth and does not cover driveways, structure footprints, drainage features, or WLPZ zones.
- D. If chips are not used for erosion control, hydromulch or other Forest Practice Rule BMPs shall be utilized and confirmed used for such disturbed areas.
- E. No tree materials resulting from the Operation remain on-site unless otherwise directed by the User Agency.
- F. If any property damage resulted from the Operation, the damage is documented by the A&M Contractor as prescribed by the User Agency.

9 FINAL EROSION CONTROL (DDHTR CONTRACTOR, A&M CONTRACTOR – MONITORS AND DOCUMENTS)

Erosion control measures will be implemented to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water bodies during debris removal after a disaster. Best management practices for erosion controls may include the use of fiber rolls, silt fences, erosion control blankets, hydraulic mulch, soil binders, and other mechanisms to reduce sediment. Erosion control plans will be developed by the User Agency's OSC or designee, with input from the A&M Contractor, for those sites requiring Level 3 erosion control. These erosion control levels are described below. Biodegradable erosion control shall be installed after each lot has met site-specific cleanup goals. Efforts should be made to preserve existing vegetation, if practicable. Once the removal has been completed, storm water control measures must be maintained by the property owner or local government. No seeds will be used for individual lots based on property owner concerns.

All erosion control methods, materials, and specifications will be described in the EPP or as directed by the User Agency's OSC or designee. Materials used for erosion control shall be placed at a minimum in accordance with the manufacturer's specifications. All materials shall be certified weed free in an effort to control the spread of noxious weeds.

9.1 Erosion Control Methods

Each residential parcel will receive one of the following measures, as determined by the User Agency's OSC or designee:

- A. Level 1: Hydraulic mulch. Hydraulic mulch will include a wood base mulch along with an organic tackifier to cover the entire area impacted by the structural debris removal operations. No seeds will be used on this Operation. Level 1 applies to less than seven (7) percent slopes.
- B. Level 2: Hydraulic mulch and bio-degradable straw wattles shall be a minimum of eight (8) inches to twelve (12) inches diameter and shall be staked and keyed in. Compost filter socks shall be a minimum of five (5) inches to eight (8) inches diameter and shall be sandbagged in place, as necessary. No staking or keying in will be necessary with Compost filter socks. Silt fences shall be wire-backed in snow zones and used in areas on slopes greater than seven (7) percent.
- C. Level 3: Hydraulic mulch, non-synthetic compost filter socks and/or silt fence, and erosion control blankets (such as compost blankets, etc.). Level 3 erosion control applies to sloped areas greater than fifteen (15) percent.

Additional erosion control methods may be developed after consultation with regulatory agencies (see alternative products below).

9.1.1 Erosion Control Materials and Specifications

Materials used for erosion control shall be placed in accordance with these Special Provisions or as directed by the User Agency's OSC or designee. All materials shall be certified non-synthetic weed-free in an effort to control the spread of noxious weeds.

The following materials have been identified for the Operation:

- A. Hydraulic Mulch – Hydraulic mulch or hydro-mulching is an erosion control process that uses a slurry wood fiber or wheat straw fiber and a tackifier. The slurry is transported in a tank, either truck or trailer-mounted, and sprayed on prepared ground. Each DDHTR Contractor will develop a submittal for the hydraulic mulch for approval by the IMT. The mulch design will be based on virgin wood or seed-free wheat straw and/or corn-based fiber and a non-toxic organic base tackifier. Application rates will also be submitted based on slopes.
- B. Fiber Rolls/Straw Wattles – Fiber roll barriers (also called sediment logs or straw wattles) are commercially manufactured and usually consist of milled wood, or other natural fibers are sewn into a circular weave fabric. Fiber rolls are good perimeter protection, designed to slow stormwater runoff and trap small amounts of sediment. Fiber rolls shall be eight (8) inches to twelve (12) inches in diameter. Fiber rolls must be certified weed free.

- C. Compost filter socks - Compost filter socks are a three (3) dimensional tubular sediment control and stormwater runoff filtration device typically used for perimeter control of sediment and soluble pollutants on and around construction activities. Compost filter socks trap sediment and soluble pollutants by filtering runoff water as it passes through the matrix of the compost filter socks. Compost filter socks shall be used on all hardscape areas for erosion control. These areas include driveways, hardscape features including concrete, brick, asphalt and gravel roads, lava cap soils, and areas directed by the IMT. Compost filter socks shall be five (5) inches to eight (8) inches in diameter.
- D. Erosion Control Blanket – Erosion control blanket is a manufactured blanket or mat that is designed to hold soil and seed in place on slopes. It consists of biodegradable organic materials such as wood fiber, coconut fiber, or a combination of these materials. It is commercially manufactured and delivered to the site in rolls.

Erosion control blankets shall be one hundred (100) percent organic biodegradable (including parent material, stitching, and netting). The minimum thickness shall be 3/8" (9mm). The netting shall be stitched to prevent the separation of the net from the parent material. The netting shall be capable of withstanding moderate foot traffic without tearing or puncturing. Neither the blanket nor netting nor the installation shall pose a safety risk to people walking on/crossing over it or pose a hazard to wildlife such as birds, reptiles, and amphibians.

Appropriate products include, but may not be limited to:

- 1) Curled I Fiber net (American Excelsior)
- 2) Curled II Fiber net (American Excelsior)
- 3) AEC Premier Straw Fiber net (American Excelsior)
- 4) S 75 BD (North American Green)
- 5) S 150 BN (North American Green)
- 6) SC 150 BN (North American Green)
- 7) C125 BN (North American Green)
- 8) Excel S-2 All Natural (Western Excelsior)
- 9) Excel SS-2 All Natural (Western Excelsior)

10)Excel CS-3 All Natural (Western Excelsior)

11)Excel CC-4 All Natural (Western Excelsior)

- E. Silt Fence – Silt fence consists of a permeable filter fabric that is keyed into the ground and staked beyond the toe of a slope. The fabric pools runoff, causing entrained sediment to settle out behind the fence while the water slowly filters through the fabric.
- F. Anchors – Anchors are devices that secure erosion control materials such as fiber rolls, erosion control blankets, and silt fences.

For erosion control blankets, anchors shall be completely biodegradable, environmentally safe, and have no potential for soil and/or water contamination. Steel wire pins or staples may be approved by the User Agency's OSC if the alternative is not available or not functional. Petroleum-based plastics or composites containing petroleum-based plastics will not be approved. Materials deemed to present a hazard from splintering or spearing will not be approved. Wood stakes or stakes manufactured from wood byproducts may be approved.

Appropriate products include, but may not be limited to:

- 1) E-Staple (American Excelsior)
- 2) CF Bio Staple (CFM Corp)
- 3) Green Stake (Green Stake)
- 4) Bio-Stake (North American Green)
- 5) Enviro-Stake (ODC Inc.)

For silt fence, anchor posts shall be at least thirty-six (36) inches long. Steel posts should weigh no less than one (1) pound per linear foot.

For fiber roll barriers or compost filter socks, stakes shall be wooden and at least eighteen (18) inches long.

- G. Netting – Netting is a manufactured product intended to secure wood chips or pine needle mulch to the soil surface.

Netting shall be one hundred (100) percent organic biodegradable and may consist of paper, jute, cotton, or wood fiber netting. Netting material shall be approved by User Agency staff prior to installation.

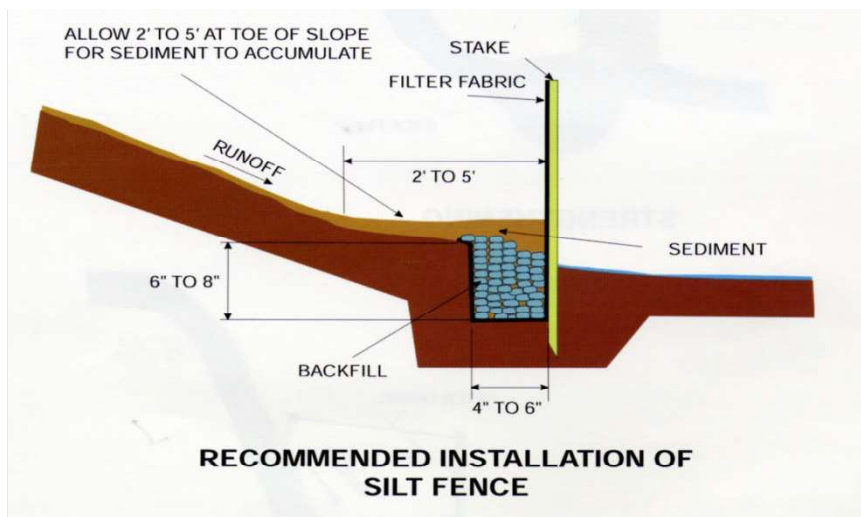
- H. Gravel Bags – Gravel bags are intended to slow stormwater flows and trap sediment on paved surfaces.

Gravel bags shall be filled with $\frac{3}{4}$ " to $1\frac{1}{2}$ " washed rock. Bags filled with sand will not be approved.

9.2 Installation Standards

- A. Erosion control BMPs installation shall consist of furnishing and applying erosion control materials. The work includes proper material handling, area preparation, and proper application of erosion control materials and structures.
- B. Area Management – Construction/demolition materials shall be stored to the maximum extent possible on paved surfaces. When this is not possible, construction/demolition materials shall be stored in areas where a future structure or other hard impervious surfaces will be constructed, such as a future building foundation or driveway.
- C. Compost filter socks and fiber roll barriers – Install five (5), eight (8), or twelve (12) inch diameter compost socks as directed by User Agency's OSC. Compost socks may require stakes/anchors, depending on the application, as directed by the User Agency's OSC. Compost socks do not require trenching when used to interrupt sheet flows on asphalt, concrete, or other impervious surfaces.
- D. Construction/demolition vehicles shall remain on paved surfaces to the maximum extent possible. When this is not possible, construction/demolition vehicles shall be used in areas where a rebuild of impervious surfaces will occur, such as building foundation or driveway locations.
- E. Silt Fence – Install silt fences as directed by the User Agency's OSC. Six (6) inches of the fence shall be buried in a trench along the base of the fence. The posts shall be spaced a maximum of ten (10) feet apart and driven eighteen (18) inches into the soil or to refusal. Sediment shall be removed from the up-slope side of the fence when it reaches $\frac{1}{3}$ the height of the fence. Refer to Figure 9-1 below.

Figure 9-1. Silt Fence Detail Drawing



- F. Erosion Control Blanket – Install erosion control blankets as directed by the User Agency's OSC. Starting at the top of the slope, anchor the blanket in a six (6) inch trench, backfill, and securely tamp the backfilled soil. Unroll the blanket downslope, overlapping parallel and subsequent blankets a minimum of four (4) inches. Secure blankets with anchors along with the overlaps and place a minimum of three (3) anchors per square yard. DDHTR Contractor shall determine if more anchors are required and shall be responsible for installing the erosion control blanket so that it will stay in place.
- G. Fiber Roll Barriers – Install eight (8) or twelve (12) inch fiber roll barriers as directed by the User Agency's OSC. Place the fiber roll barrier in a two (2) to four (4) inch trench perpendicular to the flow path of stormwater. Drive stakes perpendicular to the ground. If required on steep slopes, drive stakes on either side of the roll and bind together with baling wire. Weighted rolls may be used as appropriate, especially on driveways. Refer to detail Figure 9-2 below. Typical installation spacing for the fiber rolls will be as follows:
- 1) Ten (10) feet apart for slopes steeper than 2:1 (horizontal: vertical)
 - 2) Fifteen (15) feet apart for slopes from 2:1 to 4:1 (horizontal: vertical)
 - 3) Twenty (20) feet apart for slopes from 4:1 to 10:1 (horizontal: vertical)
 - 4) Fifty (50) feet apart for slopes flatter than 10:1 (horizontal: vertical)

Figure 9-2. Fiber Roll Detail Drawings for Steep Slopes, Fiber Roll Installation

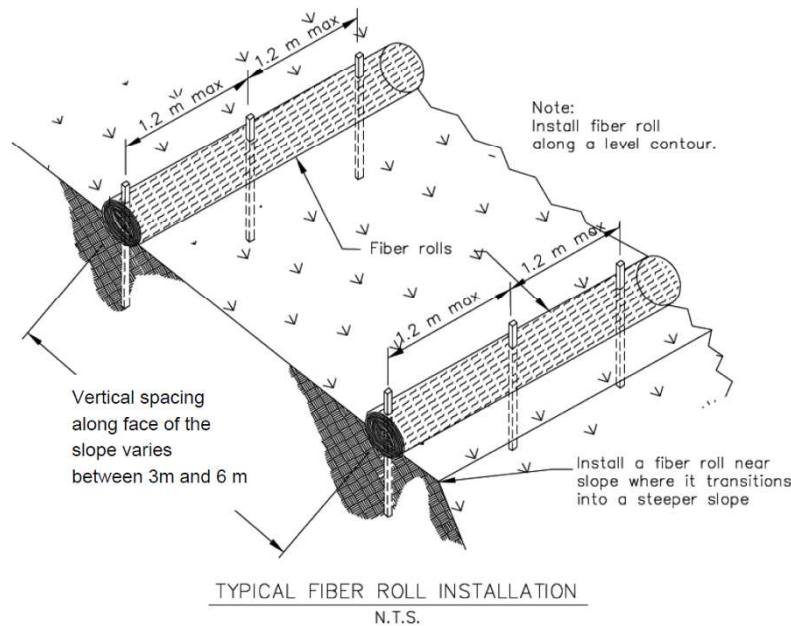
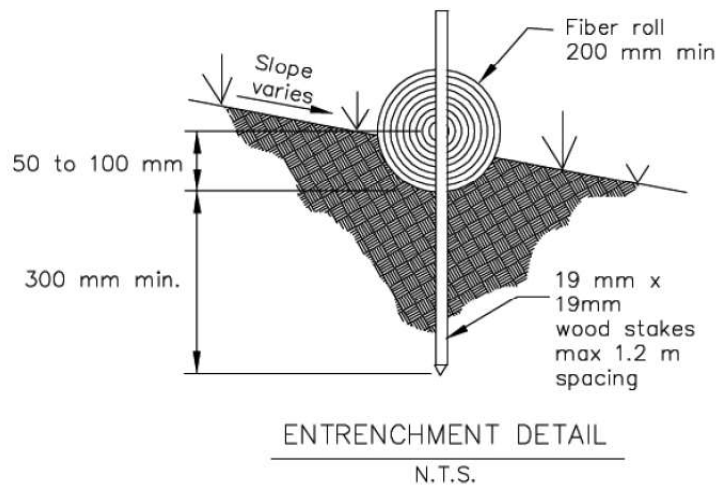


Figure 9-3. Fiber Roll Detail Drawings for Steep Slopes, Entrenchment



H. Compost filter socks - The sock shall be installed downslope of any disturbed area requiring erosion and sediment control and filtration of soluble pollutants from runoff. Compost filter socks are effective when installed perpendicular to sheet or low concentrated flow and in areas that a silt fence is normally considered appropriate. Acceptable applications include:

- 1) Site perimeters.

- 2) Above and below disturbed areas subject to sheet runoff, inter rill, and rill erosion.
 - 3) Above and below exposed and erodible slopes.
 - 4) Along the toe of stream and channel banks.
 - 5) Around area drains or inlets.
 - 6) On compacted soils where trenching of silt fence is difficult or impossible.
 - 7) Around sensitive trees where trenching of silt fence is not beneficial for tree survival or may unnecessarily disturb established vegetation.
 - 8) On the frozen ground where trenching of silt fence is impossible.
 - 9) On paved surfaces where trenching of silt fence is impossible.
 - 10) As a slope interruption device to slow runoff and reduce soil erosion.
 - 11) As a check dam in a swale, ditch, or channel.
 - 12) Areas where post-fire stormwater pollutants are a concern.
- I. Gravel Bags – Gravel bags or weighted fiber rolls shall be placed on the downslope edge of impervious surfaces, such as driveways. Place gravel bags in a double row in a “U” shape.

9.3 Site Approval and Final Reports (User Agency, A&M Contractor – Monitors and Documents)

Following the placement of erosion control, the User Agency’s OSC or designees will conduct final site walks of each property. The site walk will consist of a review of the ROE, Site Assessment Report, debris removal information, and other relevant information, and then conducting a site visit to verify all work has been completed to the specifications outlined herein and in the contract. The User Agency’s OSC or designee will prepare a final site walk checklist/report with sign-off signature and submit it to the County.

Additionally, the A&M Contractor will prepare a final completion report package for each property to the affected Counties that includes a copy of the initial property site assessment documents, pre-removal site photographs, final site condition photographs, certified laboratory data for the confirmation samples, and tabulated laboratory data comparing the confirmation sample results to the established cleanup goals. The report will describe the work conducted, the results of asbestos surveys/sampling, and confirmation sample results. Reports will be signed by a Certified Engineering

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Geologist, Professional Geologist, or Professional Engineer licensed in the State of California.

**AGREEMENT FOR TREE SURVEY SERVICES
BETWEEN LAKE COUNTY, CA and TETRA TECH, INC.
PURSUANT TO CA DGS AGREEMENT NO. 5-22-99-33-04**

EXHIBIT B – Payment and Budget Provisions attached hereto

EXHIBIT B – PAYMENT AND BUDGET PROVISIONS

1. INVOICING

A. SUBMISSION OF INVOICES

- 1) The Contractor shall submit itemized invoices to the User Agency contact person at the address contained in the User Agency's User Agreement including, but not limited to:
 - a) MSA Number
 - b) Contractor's Remit to Information
 - c) User Agency Bill to Information
 - d) Invoice Date
 - e) Invoice Total
 - f) Invoice Number
 - g) Billing Period (must be within the service period of Agreement)
 - h) User Agreement Number and Operation/Incident (Name or Number)
 - i) Address/APN where work has been performed
 - j) Work Order Number/Change Order, if applicable, for which the cost is authorized
 - k) Description of Agreement line item
 - l) Quantity/Hours of Agreement line item
 - m) Rate of Agreement line item, which shall not exceed the rates listed in Exhibit B.1 – Rate Sheet
 - n) Overall total of Agreement line item(s) (for services billed within invoice period)
 - o) Support Documentation – Legible scanned copies of all ICS 214 forms, if applicable. Tickets and other supporting documents relating to costs billed. Each ICS 214 form shall include detailed information to support the invoiced amount.
- 2) Contractor must submit all invoices to the User Agency upon ninety (90) days of Operational closeout.
- 3) The User Agency contact person will verify and approve, or disapprove, the invoiced items. If the User Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

B. BILLING OPTIONS

- 1) The User Agency using this MSA may have unique billing needs. The Contractor shall work with the User Agency to provide a billing system that meets the User Agency's needs.

- 2) The Contractor agrees to provide quality assurance, examination services and resolve all deficiencies for all Contractor's and Tribal Monitor's invoices prior to submission to User Agency.

C. TRIBAL MONITORING

If Tribal Monitoring services are needed, User Agency approval is required before the Contractor can proceed.

- 1) User Agency shall direct Contractor to execute agreements with one or more Tribes. Each Tribe shall have a separate, predetermined Scope of Work given to the Contractor by User Agency. Each predetermined Scope of Work shall contain a predetermined amount of compensation that is the result of government-to-government consultations between a Tribe and the applicable government entity (such as the User Agency or a federal agency).
- 2) User Agency will compensate the Contractor the predetermined amount paid to Tribes as a result of the respective government-to-government consultations plus five (5) percent for oversight. The five (5) percent paid to the Contractor shall be the only compensation for the Contractor's expenses to subcontract with a Tribe. Under no circumstances shall Contractor be eligible for additional compensation for work exceeding the predetermined, negotiated scope of work, nor shall Contractor be eligible for any other Contractor related expenses beyond the five (5) percent. Local governments may specify a different compensation mechanism for Tribal Monitoring.
- 3) Invoices for Tribal Monitoring shall include the items listed above in Section 1.A.1) unless otherwise specified by the User Agency.
- 4) Contractor shall pay Tribe(s) at regularly scheduled intervals based on Agreement(s) executed with Tribes. Contractor shall provide timely payment to Tribe(s) upon performance of monitoring at intervals and prorated amounts approved by User Agency. Contractor acknowledges that regular payments to Tribe(s) may not coincide with the User Agency's typical timeframes for invoice submission.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel the User Agreement with no liability occurring to the State or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. PAYMENT

Payment for services performed under this Agreement will be made upon satisfactory completion of services rendered. The Contractor shall invoice User Agencies in arrears upon successful completion of services. Invoices for services are not due and payable, and do not constitute an obligation of the User Agency, until the month following the month for which charges are accrued.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with section 927).

5. 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 Agreement for work on the Operation(s), including the costs of attorney or legal fees. User Agency will not facilitate, mediate, or arbitrate disputes between the Contractor and another entity; nor will it determine responsibility for the performance of work. Additionally, in the event that User Agency determines the Contractor is responsible for any unapproved delay, loss, harm or other damages to User Agency, the Contractor shall immediately implement all measures directed by the Contract Manager to remedy the issue at the Contractor's sole expense. User Agency 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.

6. PAYMENT WITHHOLD

The provisions for payment under the User Agreement may be subject to ten (10) percent withholding per invoice pursuant to Public Contract Code section 10346. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of the User Agency.

The provisions for payment under the User Agreement may be subject to a ten thousand dollars (\$10,000) withhold in accordance with Military and Veterans Code

sections 999.5 and 999.7.

7. DELAYS

The User Agency, in support of the IMT, may direct by written notice Contractor's staff to cancel work for a day or a portion of a day. This decision is at the sole discretion of the User Agency.

A. Cancelled Workday

- 1) In the event the User Agency, provides notice twelve (12) or more hours prior to scheduled start time(s) of a cancelled workday, the Contractor shall receive no compensation.
- 2) If the User Agency provides less than twelve (12) hours of written notice prior to scheduled start time(s) of a cancelled workday, but provides notice before Contractor begins work, the Contractor shall be compensated up to three (3) hours.

B. Partial Workday

If the Contractor staff is directed to stop work during a workday by the User Agency, the Contractor will be compensated according to the hourly rates established in Exhibit B.1 – Rate Sheet in accordance with the chart shown below.

For the purpose of this chart, work performed will be rounded to the nearest full hour.

Hours Contractor Actually Worked	Number of Hours User Agency May Pay Contractor
0	3
1 – 2	4
3 – 4	5
5	5.5
6 +	Contractor's Actual Hours Worked

**AGREEMENT FOR TREE SURVEY SERVICES
BETWEEN LAKE COUNTY, CA and TETRA TECH, INC.
PURSUANT TO CA DGS AGREEMENT NO. 5-22-99-33-04**

EXHIBIT B – Payment and Budget Provisions attached hereto

EXHIBIT B – PAYMENT AND BUDGET PROVISIONS

1. INVOICING

A. SUBMISSION OF INVOICES

- 1) The Contractor shall submit itemized invoices to the User Agency contact person at the address contained in the User Agency's User Agreement including, but not limited to:
 - a) MSA Number
 - b) Contractor's Remit to Information
 - c) User Agency Bill to Information
 - d) Invoice Date
 - e) Invoice Total
 - f) Invoice Number
 - g) Billing Period (must be within the service period of Agreement)
 - h) User Agreement Number and Operation/Incident (Name or Number)
 - i) Address/APN where work has been performed
 - j) Work Order Number/Change Order, if applicable, for which the cost is authorized
 - k) Description of Agreement line item
 - l) Quantity/Hours of Agreement line item
 - m) Rate of Agreement line item, which shall not exceed the rates listed in Exhibit B.1 – Rate Sheet
 - n) Overall total of Agreement line item(s) (for services billed within invoice period)
 - o) Support Documentation – Legible scanned copies of all ICS 214 forms, if applicable. Tickets and other supporting documents relating to costs billed. Each ICS 214 form shall include detailed information to support the invoiced amount.
- 2) Contractor must submit all invoices to the User Agency upon ninety (90) days of Operational closeout.
- 3) The User Agency contact person will verify and approve, or disapprove, the invoiced items. If the User Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

B. BILLING OPTIONS

- 1) The User Agency using this MSA may have unique billing needs. The Contractor shall work with the User Agency to provide a billing system that meets the User Agency's needs.

- 2) The Contractor agrees to provide quality assurance, examination services and resolve all deficiencies for all Contractor's and Tribal Monitor's invoices prior to submission to User Agency.

C. TRIBAL MONITORING

If Tribal Monitoring services are needed, User Agency approval is required before the Contractor can proceed.

- 1) User Agency shall direct Contractor to execute agreements with one or more Tribes. Each Tribe shall have a separate, predetermined Scope of Work given to the Contractor by User Agency. Each predetermined Scope of Work shall contain a predetermined amount of compensation that is the result of government-to-government consultations between a Tribe and the applicable government entity (such as the User Agency or a federal agency).
- 2) User Agency will compensate the Contractor the predetermined amount paid to Tribes as a result of the respective government-to-government consultations plus five (5) percent for oversight. The five (5) percent paid to the Contractor shall be the only compensation for the Contractor's expenses to subcontract with a Tribe. Under no circumstances shall Contractor be eligible for additional compensation for work exceeding the predetermined, negotiated scope of work, nor shall Contractor be eligible for any other Contractor related expenses beyond the five (5) percent. Local governments may specify a different compensation mechanism for Tribal Monitoring.
- 3) Invoices for Tribal Monitoring shall include the items listed above in Section 1.A.1) unless otherwise specified by the User Agency.
- 4) Contractor shall pay Tribe(s) at regularly scheduled intervals based on Agreement(s) executed with Tribes. Contractor shall provide timely payment to Tribe(s) upon performance of monitoring at intervals and prorated amounts approved by User Agency. Contractor acknowledges that regular payments to Tribe(s) may not coincide with the User Agency's typical timeframes for invoice submission.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel the User Agreement with no liability occurring to the State or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. PAYMENT

Payment for services performed under this Agreement will be made upon satisfactory completion of services rendered. The Contractor shall invoice User Agencies in arrears upon successful completion of services. Invoices for services are not due and payable, and do not constitute an obligation of the User Agency, until the month following the month for which charges are accrued.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with section 927).

5. 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 Agreement for work on the Operation(s), including the costs of attorney or legal fees. User Agency will not facilitate, mediate, or arbitrate disputes between the Contractor and another entity; nor will it determine responsibility for the performance of work. Additionally, in the event that User Agency determines the Contractor is responsible for any unapproved delay, loss, harm or other damages to User Agency, the Contractor shall immediately implement all measures directed by the Contract Manager to remedy the issue at the Contractor's sole expense. User Agency 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.

6. PAYMENT WITHHOLD

The provisions for payment under the User Agreement may be subject to ten (10) percent withholding per invoice pursuant to Public Contract Code section 10346. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of the User Agency.

The provisions for payment under the User Agreement may be subject to a ten thousand dollars (\$10,000) withhold in accordance with Military and Veterans Code

sections 999.5 and 999.7.

7. DELAYS

The User Agency, in support of the IMT, may direct by written notice Contractor's staff to cancel work for a day or a portion of a day. This decision is at the sole discretion of the User Agency.

A. Cancelled Workday

- 1) In the event the User Agency, provides notice twelve (12) or more hours prior to scheduled start time(s) of a cancelled workday, the Contractor shall receive no compensation.
- 2) If the User Agency provides less than twelve (12) hours of written notice prior to scheduled start time(s) of a cancelled workday, but provides notice before Contractor begins work, the Contractor shall be compensated up to three (3) hours.

B. Partial Workday

If the Contractor staff is directed to stop work during a workday by the User Agency, the Contractor will be compensated according to the hourly rates established in Exhibit B.1 – Rate Sheet in accordance with the chart shown below.

For the purpose of this chart, work performed will be rounded to the nearest full hour.

Hours Contractor Actually Worked	Number of Hours User Agency May Pay Contractor
0	3
1 – 2	4
3 – 4	5
5	5.5
6 +	Contractor's Actual Hours Worked

**AGREEMENT FOR TREE SURVEY SERVICES
BETWEEN LAKE COUNTY, CA and TETRA TECH, INC.
PURSUANT TO CA DGS AGREEMENT NO. 5-22-99-33-04**

EXHIBIT B.1 – Rate Sheet attached hereto

EXHIBIT B.1 RATE SHEET
REGION 3 CENTRAL VALLEY
CATEGORY 1

Department of General Services
Assessment and Monitoring Services for
Disaster Debris and Hazard Tree Removal
Agreement Number 5-22-99-33-04

The rates specified are guaranteed for the entire MSA term as the maximum rates to be charged to User Agencies per Region and Service Category.

Service Category 1: 1–150 APNs

Counties in Central Valley – Colusa County, Fresno County, Kings County, **Lake County**, Merced County, Sacramento County, San Joaquin County, Solano County, Stanislaus County, Sutter County, Tulare County, and Yolo County.

Item	Units	Rate
Program Manager	Per Hour Per Person	\$ 174.90
Incident Commander (IC)	Per Hour Per Person	\$ 148.40
Health and Safety Officer	Per Hour Per Person	\$ 111.30
Operations Section Chief (OSC)	Per Hour Per Person	\$ 113.42
Registered Professional Forester (RPF)	Per Hour Per Person	\$ 148.40
Registered Professional Forester (RPF) Designee	Per Hour Per Person	\$ 132.50
Arborist (TRAQ)	Per Hour Per Person	\$ 132.50
Branch Director (BD)	Per Hour Per Person	\$ 102.82
Division Supervisor (DS)	Per Hour Per Person	\$ 92.22
Task Force Leader/ Debris Assessments or Removal Monitor	Per Hour Per Person	\$ 74.20
Task Force Leader/ Hazard Tree Assessments or Tree Removal Monitor	Per Hour Per Person	\$ 77.38
Task Force Leader/ Materials Receiving Facilities	Per Hour Per Person	\$ 80.56
Certified Asbestos Consultant (CAC)	Per Hour Per Person	\$ 143.10
Certified Site Surveillance Technician (CSST)	Per Hour Per Person	\$ 121.90
Environmental Group Supervisor/ Water Quality	Per Hour Per Person	\$ 143.10
Environmental Group Supervisor/ Site Assessment/ Soil Sampling	Per Hour Per Person	\$ 132.50
Environmental Group Supervisor/ Air Quality	Per Hour Per Person	\$ 127.20
Environmental Group Supervisor/ Environmental Permitting	Per Hour Per Person	\$ 132.50
Environmental Group Manager/ Senior Environmental Specialist	Per Hour Per Person	\$ 148.40
Operational Specific Expert	Per Hour Per Person	\$ 174.90
Operational Specific Expert Supervisor	Per Hour Per Person	\$ 201.40
Environmental Unit Leader/ Water Quality BMPs	Per Hour Per Person	\$ 100.70
Environmental Unit Leader/ Site Assessment/ Soil Sampling	Per Hour Per Person	\$ 106.00
Environmental Unit Leader/ Air Quality	Per Hour Per Person	\$ 121.90
Data/ Packet Manager	Per Hour Per Person	\$ 83.74
Planning Section Chief (PSC)	Per Hour Per Person	\$ 121.90
Deputy Planning Section Chief (DPSC)	Per Hour Per Person	\$ 90.10
GIS Professional	Per Hour Per Person	\$ 58.30
Finance Section Chief (FSC)	Per Hour Per Person	\$ 137.80
Deputy Finance Section Chief (DSFC)	Per Hour Per Person	\$ 90.10
Field Accounting and Administrative Staff	Per Hour Per Person	\$ 73.14
Office Accounting and Administrative Staff	Per Hour Per Person	\$ 66.78
Senior Biologist	Per Hour Per Person	\$ 143.10
Biologist	Per Hour Per Person	\$ 127.20
Senior Archaeologist	Per Hour Per Person	\$ 159.00
Archaeologist	Per Hour Per Person	\$ 127.20
Professional Land Surveyor Crew	Per Surveyor Crew Per Day	\$ 5,300.00
Truck Inspection Crews (DOT Level 1)	Per Inspection Crew Day	\$ 2,968.00
Civil Engineer	Per Hour Per Person	\$ 153.70
Civil Engineer Supervisor	Per Hour Per Person	\$ 206.70
Environmental Site Assessment (ESA) Report	Per ESA Report	\$ 954.00
Rope Access Plan Preparation and Training	Per Plan Event	\$ 21,200.00
Water Truck/ Driver – Dust Control	Per 12 Hour Day	\$ 954.00
Signage	Per Sign	\$ 21.20
X-Ray Fluorescence (XRF) Device	Monthly	\$ 5,300.00
GPS Tracking of Commercial Fleet	Per GPS Unit	\$ 5.30

**EXHIBIT B.1 RATE SHEET
REGION 3 CENTRAL VALLEY
CATEGORY 1**

Department of General Services
Assessment and Monitoring Services for
Disaster Debris and Hazard Tree Removal
Agreement Number 5-22-99-33-04

Service Category 1: 1–150 APNs

Counties in Central Valley – Colusa County, Fresno County, Kings County, Lake County, Merced County, Sacramento County, San Joaquin County, Solano County, Stanislaus County, Sutter County, Tulare County, and Yolo County.

Item	Units	Rate
Standard Laboratory Costs – Soil Test Methods (EPA Method 6020 with a moisture analysis ASTM method D2216-19)	Per Chain of Custody Per Sample Event	\$ 1,007.00
Standard Laboratory Costs – Water Test Methods (EPA 6020 (metals), EPA 8015C (TPH), and EPA 8260B (VOCs))	Per Chain of Custody Per Sample Event	\$ 636.00
Standard Laboratory Costs – Asbestos Test Methods (EPA Method 600/R-93/116)	Per Chain of Custody Per Sample Event	\$ 2,067.00
Laboratory Costs - Pre/ Post Temporary Facilities Analyses (BTEX and TPRH)	Per Chain of Custody Per Sample Event	\$ 2,756.00
Laboratory Costs - Waste Characterization of Commercial and Public APN	Per Chain of Custody Per Sample Event	\$ 2,014.00
Air Monitoring Equipment and Standard Laboratory Analyses – Particulate and Title 22 metals (including continuous monitoring dust trackers and portable electric generator sets, laboratory costs, and support materials). (This line item also includes PM10 and PM2.5 particulate fugitive dust analyses.)	Per Sampling Day	\$ 424.00
Advance Sampling – Asbestos NIOSH Method 7400	Per Chain of Custody Per Sample Event	\$ 47.70
Advance Sampling – Asbestos NIOSH Method 7402	Per Chain of Custody Per Sample Event	\$ 212.00
Advance Sampling – Hexavalent Chromium (analytical method - OSHA ID 215 method 7600, which uses Visible Absorption Spectrophotometry as the measurement technique).	Per Chain of Custody Per Sample Event	\$ 196.10
Advance Sampling – Mercury (analytical method - OSHA ID 140, which uses Cold Vapor Atomic Absorption as the measurement technique).	Per Chain of Custody Per Sample Event	\$ 148.40
Advance Sampling – Silica (analytical Method - NIOSH method 7500, which uses X-ray Diffraction (XRD) as the measurement technique).	Per Chain of Custody Per Sample Event	\$ 371.00
Staff rate add on for AQI equal to or greater than 500	Per Person Per Day	\$ 21.20

**EXHIBIT B.1 RATE SHEET
REGION 3 CENTRAL VALLEY
CATEGORY 2**

Department of General Services
Assessment and Monitoring Services for
Disaster Debris and Hazard Tree Removal
Agreement Number 5-22-99-33-04

The rates specified are guaranteed for the entire MSA term as the maximum rates to be charged to User Agencies per Region and Service Category.

Service Category 2: 151–1500 APNs

Counties in Central Valley – Colusa County, Fresno County, Kings County, **Lake County**, Merced County, Sacramento County, San Joaquin County, Solano County, Stanislaus County, Sutter County, Tulare County, and Yolo County.

Item	Units	Rate
Program Manager	Per Hour Per Person	\$ 174.90
Incident Commander (IC)	Per Hour Per Person	\$ 148.40
Health and Safety Officer	Per Hour Per Person	\$ 111.30
Operations Section Chief (OSC)	Per Hour Per Person	\$ 113.42
Registered Professional Forester (RPF)	Per Hour Per Person	\$ 148.40
Registered Professional Forester (RPF) Designee	Per Hour Per Person	\$ 132.50
Arborist (TRAQ)	Per Hour Per Person	\$ 132.50
Branch Director (BD)	Per Hour Per Person	\$ 102.82
Division Supervisor (DS)	Per Hour Per Person	\$ 92.22
Task Force Leader/ Debris Assessments or Removal Monitor	Per Hour Per Person	\$ 74.20
Task Force Leader/ Hazard Tree Assessments or Tree Removal Monitor	Per Hour Per Person	\$ 77.38
Task Force Leader/ Materials Receiving Facilities	Per Hour Per Person	\$ 80.56
Certified Asbestos Consultant (CAC)	Per Hour Per Person	\$ 143.10
Certified Site Surveillance Technician (CSST)	Per Hour Per Person	\$ 121.90
Environmental Group Supervisor/ Water Quality	Per Hour Per Person	\$ 143.10
Environmental Group Supervisor/ Site Assessment/ Soil Sampling	Per Hour Per Person	\$ 132.50
Environmental Group Supervisor/ Air Quality	Per Hour Per Person	\$ 127.20
Environmental Group Supervisor/ Environmental Permitting	Per Hour Per Person	\$ 132.50
Environmental Group Manager/ Senior Environmental Specialist	Per Hour Per Person	\$ 148.40
Operational Specific Expert	Per Hour Per Person	\$ 174.90
Operational Specific Expert Supervisor	Per Hour Per Person	\$ 201.40
Environmental Unit Leader/ Water Quality BMPs	Per Hour Per Person	\$ 100.70
Environmental Unit Leader/ Site Assessment/ Soil Sampling	Per Hour Per Person	\$ 106.00
Environmental Unit Leader/ Air Quality	Per Hour Per Person	\$ 121.90
Data/ Packet Manager	Per Hour Per Person	\$ 83.74
Planning Section Chief (PSC)	Per Hour Per Person	\$ 121.90
Deputy Planning Section Chief (DPSC)	Per Hour Per Person	\$ 90.10
GIS Professional	Per Hour Per Person	\$ 58.30
Finance Section Chief (FSC)	Per Hour Per Person	\$ 137.80
Deputy Finance Section Chief (DSFC)	Per Hour Per Person	\$ 90.10
Field Accounting and Administrative Staff	Per Hour Per Person	\$ 73.14
Office Accounting and Administrative Staff	Per Hour Per Person	\$ 66.78
Senior Biologist	Per Hour Per Person	\$ 143.10
Biologist	Per Hour Per Person	\$ 127.20
Senior Archaeologist	Per Hour Per Person	\$ 159.00
Archaeologist	Per Hour Per Person	\$ 127.20
Professional Land Surveyor Crew	Per Surveyor Crew Per Day	\$ 5,300.00
Truck Inspection Crews (DOT Level 1)	Per Inspection Crew Day	\$ 2,968.00
Civil Engineer	Per Hour Per Person	\$ 153.70
Civil Engineer Supervisor	Per Hour Per Person	\$ 206.70
Environmental Site Assessment (ESA) Report	Per ESA Report	\$ 954.00
Rope Access Plan Preparation and Training	Per Plan Event	\$ 21,200.00
Water Truck/ Driver – Dust Control	Per 12 Hour Day	\$ 954.00
Signage	Per Sign	\$ 21.20
X-Ray Fluorescence (XRF) Device	Monthly	\$ 5,300.00
GPS Tracking of Commercial Fleet	Per GPS Unit	\$ 5.30

**EXHIBIT B.1 RATE SHEET
REGION 3 CENTRAL VALLEY
CATEGORY 2**

Department of General Services
Assessment and Monitoring Services for
Disaster Debris and Hazard Tree Removal
Agreement Number 5-22-99-33-04

Service Category 2: 151–1500 APNs

Counties in Central Valley – Colusa County, Fresno County, Kings County, Lake County, Merced County, Sacramento County, San Joaquin County, Solano County, Stanislaus County, Sutter County, Tulare County, and Yolo County.

Item	Units	Rate
Standard Laboratory Costs – Soil Test Methods (EPA Method 6020 with a moisture analysis ASTM method D2216-19)	Per Chain of Custody Per Sample Event	\$ 1,007.00
Standard Laboratory Costs – Water Test Methods (EPA 6020 (metals), EPA 8015C (TPH), and EPA 8260B (VOCs))	Per Chain of Custody Per Sample Event	\$ 636.00
Standard Laboratory Costs – Asbestos Test Methods (EPA Method 600/R-93/116)	Per Chain of Custody Per Sample Event	\$ 2,067.00
Laboratory Costs - Pre/ Post Temporary Facilities Analyses (BTEX and TPRH)	Per Chain of Custody Per Sample Event	\$ 2,756.00
Laboratory Costs - Waste Characterization of Commercial and Public APN	Per Chain of Custody Per Sample Event	\$ 2,014.00
Air Monitoring Equipment and Standard Laboratory Analyses – Particulate and Title 22 metals (including continuous monitoring dust trackers and portable electric generator sets, laboratory costs, and support materials). (This line item also includes PM10 and PM2.5 particulate fugitive dust analyses.)	Per Sampling Day	\$ 424.00
Advance Sampling – Asbestos NIOSH Method 7400	Per Chain of Custody Per Sample Event	\$ 47.70
Advance Sampling – Asbestos NIOSH Method 7402	Per Chain of Custody Per Sample Event	\$ 212.00
Advance Sampling – Hexavalent Chromium (analytical method - OSHA ID 215 method 7600, which uses Visible Absorption Spectrophotometry as the measurement technique).	Per Chain of Custody Per Sample Event	\$ 196.10
Advance Sampling – Mercury (analytical method - OSHA ID 140, which uses Cold Vapor Atomic Absorption as the measurement technique).	Per Chain of Custody Per Sample Event	\$ 148.40
Advance Sampling – Silica (analytical Method - NIOSH method 7500, which uses X-ray Diffraction (XRD) as the measurement technique).	Per Chain of Custody Per Sample Event	\$ 371.00
Staff rate add on for AQI equal to or greater than 500	Per Person Per Day	\$ 21.20

**EXHIBIT B.1 RATE SHEET
REGION 3 CENTRAL VALLEY
CATEGORY 3**

Department of General Services
Assessment and Monitoring Services for
Disaster Debris and Hazard Tree Removal
Agreement Number 5-22-99-33-04

The rates specified are guaranteed for the entire MSA term as the maximum rates to be charged to User Agencies per Region and Service Category.

Service Category 3: 1501 + APNs

Counties in Central Valley – Colusa County, Fresno County, Kings County, Lake County, Merced County, Sacramento County, San Joaquin County, Solano County, Stanislaus County, Sutter County, Tulare County, and Yolo County.

Item	Units	Rate
Program Manager	Per Hour Per Person	\$ 174.90
Incident Commander (IC)	Per Hour Per Person	\$ 148.40
Health and Safety Officer	Per Hour Per Person	\$ 111.30
Operations Section Chief (OSC)	Per Hour Per Person	\$ 113.42
Registered Professional Forester (RPF)	Per Hour Per Person	\$ 148.40
Registered Professional Forester (RPF) Designee	Per Hour Per Person	\$ 132.50
Arborist (TRAQ)	Per Hour Per Person	\$ 132.50
Branch Director (BD)	Per Hour Per Person	\$ 102.82
Division Supervisor (DS)	Per Hour Per Person	\$ 92.22
Task Force Leader/ Debris Assessments or Removal Monitor	Per Hour Per Person	\$ 74.20
Task Force Leader/ Hazard Tree Assessments or Tree Removal Monitor	Per Hour Per Person	\$ 77.38
Task Force Leader/ Materials Receiving Facilities	Per Hour Per Person	\$ 80.56
Certified Asbestos Consultant (CAC)	Per Hour Per Person	\$ 143.10
Certified Site Surveillance Technician (CSST)	Per Hour Per Person	\$ 121.90
Environmental Group Supervisor/ Water Quality	Per Hour Per Person	\$ 143.10
Environmental Group Supervisor/ Site Assessment/ Soil Sampling	Per Hour Per Person	\$ 132.50
Environmental Group Supervisor/ Air Quality	Per Hour Per Person	\$ 127.20
Environmental Group Supervisor/ Environmental Permitting	Per Hour Per Person	\$ 132.50
Environmental Group Manager/ Senior Environmental Specialist	Per Hour Per Person	\$ 148.40
Operational Specific Expert	Per Hour Per Person	\$ 174.90
Operational Specific Expert Supervisor	Per Hour Per Person	\$ 201.40
Environmental Unit Leader/ Water Quality BMPs	Per Hour Per Person	\$ 100.70
Environmental Unit Leader/ Site Assessment/ Soil Sampling	Per Hour Per Person	\$ 106.00
Environmental Unit Leader/ Air Quality	Per Hour Per Person	\$ 121.90
Data/ Packet Manager	Per Hour Per Person	\$ 83.74
Planning Section Chief (PSC)	Per Hour Per Person	\$ 121.90
Deputy Planning Section Chief (DPSC)	Per Hour Per Person	\$ 90.10
GIS Professional	Per Hour Per Person	\$ 58.30
Finance Section Chief (FSC)	Per Hour Per Person	\$ 137.80
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Civil Engineer	Per Hour Per Person	\$ 153.70
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Environmental Site Assessment (ESA) Report	Per ESA Report	\$ 954.00
Rope Access Plan Preparation and Training	Per Plan Event	\$ 21,200.00
Water Truck/ Driver – Dust Control	Per 12 Hour Day	\$ 954.00
Signage	Per Sign	\$ 21.20

**EXHIBIT B.1 RATE SHEET
REGION 3 CENTRAL VALLEY
CATEGORY 3**

Department of General Services
Assessment and Monitoring Services for
Disaster Debris and Hazard Tree Removal
Agreement Number 5-22-99-33-04

Service Category 3: 1501 + APNs

Counties in Central Valley – Colusa County, Fresno County, Kings County, Lake County, Merced County, Sacramento County, San Joaquin County, Solano County, Stanislaus County, Sutter County, Tulare County, and Yolo County.

Item	Units	Rate
X-Ray Fluorescence (XRF) Device	Monthly	\$ 5,300.00
GPS Tracking of Commercial Fleet	Per GPS Unit	\$ 5.30
Standard Laboratory Costs – Soil Test Methods (EPA Method 6020 with a moisture analysis ASTM method D2216-19)	Per Chain of Custody Per Sample Event	\$ 1,007.00
Standard Laboratory Costs – Water Test Methods (EPA 6020 (metals), EPA 8015C (TPH), and EPA 8260B (VOCs))	Per Chain of Custody Per Sample Event	\$ 636.00
Standard Laboratory Costs – Asbestos Test Methods (EPA Method 600/R-93/116)	Per Chain of Custody Per Sample Event	\$ 2,067.00
Laboratory Costs - Pre/ Post Temporary Facilities Analyses (BTEX and TPRH)	Per Chain of Custody Per Sample Event	\$ 2,756.00
Laboratory Costs - Waste Characterization of Commercial and Public APN	Per Chain of Custody Per Sample Event	\$ 2,014.00
Air Monitoring Equipment and Standard Laboratory Analyses – Particulate and Title 22 metals (including continuous monitoring dust trackers and portable electric generator sets, laboratory costs, and support materials). (This line item also includes PM10 and PM2.5 particulate fugitive dust analyses.)	Per Sampling Day	\$ 424.00
Advance Sampling – Asbestos NIOSH Method 7400	Per Chain of Custody Per Sample Event	\$ 47.70
Advance Sampling – Asbestos NIOSH Method 7402	Per Chain of Custody Per Sample Event	\$ 212.00
Advance Sampling – Hexavalent Chromium (analytical method - OSHA ID 215 method 7600, which uses Visible Absorption Spectrophotometry as the measurement technique).	Per Chain of Custody Per Sample Event	\$ 196.10
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Advance Sampling – Silica (analytical Method - NIOSH method 7500, which uses X-ray Diffraction (XRD) as the measurement technique).	Per Chain of Custody Per Sample Event	\$ 371.00
Staff rate add on for AQI equal to or greater than 500	Per Person Per Day	\$ 21.20

**AGREEMENT FOR TREE SURVEY SERVICES
BETWEEN LAKE COUNTY, CA and TETRA TECH, INC.
PURSUANT TO CA DGS AGREEMENT NO. 5-22-99-33-04**

EXHIBIT C – General Terms and Conditions attached hereto

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**AGREEMENT FOR TREE SURVEY SERVICES
BETWEEN COUNTY OF LAKE, CA and TETRA TECH, INC.
PURSUANT TO CA DGS AGREEMENT NO. 5-22-99-33-04**

EXHIBIT D – Insurance Provisions

1. GENERAL PROVISIONS APPLYING TO ALL POLICIES

A. COVERAGE TERM

Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.

B. POLICY CANCELLATION OR TERMINATION & NOTICE OF NON-RENEWAL

Contractor is responsible to notify the State within five (5) business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

C. DEDUCTIBLE

Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

D. PRIMARY CLAUSE

Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

E. INSURANCE CARRIER REQUIRED RATING

All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

F. ENDORSEMENTS

Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

G. INADEQUATE INSURANCE

Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

H. SATISFYING A SELF-INSURED RETENTION (SIR)

All insurance policies required by this contract/permit must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention. The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.

I. AVAILABLE COVERAGES/LIMITS

All coverage and limits available to the contractor shall also be available and applicable to the State.

J. SUBCONTRACTORS

In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured under Contractor's insurance or supply evidence of insurance to

**AGREEMENT FOR TREE SURVEY SERVICES
BETWEEN COUNTY OF LAKE, CA and TETRA TECH, INC.
PURSUANT TO CA DGS AGREEMENT NO. 5-22-99-33-04**

The State equal to policies, coverages and limits required of Contractor.

2. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

Contractor shall maintain general liability on an occurrence form with limits not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage liability combined with a two million dollars (\$2,000,000) annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must include the County of Lake, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

B. AUTOMOBILE LIABILITY

By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

C. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of one million dollars (\$1,000,000) are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract/permit with the State.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to the certificate.

D. ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY

Contractor shall maintain errors and omissions/professional liability insurance with limits no less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) annual aggregate.

If the policy is written on a claims-made basis provide the following:

- i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

**AGREEMENT FOR TREE SURVEY SERVICES
BETWEEN LAKE COUNTY, CA and TETRA TECH, INC.
PURSUANT TO CA DGS AGREEMENT NO. 5-22-99-33-04**

EXHIBIT E – Definitions attached hereto

EXHIBIT E – DEFINITIONS

1. 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.

2. ASSESSOR'S PARCEL NUMBER (APN)

The unique number assigned to each parcel of land by the county tax assessor. Refer to "Site".

3. CAL OES

The California Governor's Office of Emergency Services.

4. CALEPA

The California Environmental Protection Agency.

5. CALRECYCLE

The California Department of Resources Recycling and Recovery.

6. CLEANUP GOAL REPORT

The scope of work consisted of collecting soil samples from across the fire impacted areas. Samples are collected from geologic units within each geologic formation within the burn scar. The most up to date California and Federal health-based and hazardous waste standards are then compiled to evaluate cleanup goals for the burn scar area's soil types within unique geologic units. Background levels of heavy metals are considered when determining cleanup goals to ensure that resources are not allocated to removing soil concentrations which may be above the health-based standards but are not related to the debris from the incident.

7. CONTRACT MANAGER

State or User Agency staff point of contact responsible for managing contractors to meet their respective scopes of work and approve contractor reimbursement for completed and approved work documented by A&M Consultant and in contractor invoices.

8. CONTRACTOR

A party contracting with the awarding Agency.

9. DAY

Unless otherwise indicated, a “day” or “days” refers to a calendar day(s).

10. DGS

The California Department of General Services, Procurement Division (DGS – PD).

11. DIRECTOR

The Director of the User Agency, or his/her designees. Any references to Executive Officer shall mean the Director and/or designated officer.

12. DISABLED VETERAN BUSINESS ENTERPRISE (CERTIFIED)

A business that has been certified by DGS-PD, Office of Small Business and DVBE Services (OSDS), as a Disabled Veteran Business Enterprise (DVBE) as defined in Military and Veterans Code 999 et. seq. and 2 California Code of Regulation (CCR) 1896.60.

13. DISASTER DEBRIS AND HAZARD TREE REMOVAL (DDHTR) CONTRACTOR

The contractor responsible for disaster debris and hazard tree removal identified by the Assessment and Monitoring Contractor and as directed by the Contract Manager and Incident Management Team (IMT).

14. FIELD STAFF

Contractor’s staff or Subcontractor staff that conducts work throughout the Operational area. This does not include staff that work in a field office or remote Contractor’s office, full-time.

15. HAZARD TREE

A tree so damaged by 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 IMT.

16. 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.

17. INCIDENT COMMAND SYSTEM (ICS)

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.

18. INCIDENT MANAGEMENT TEAM (IMT)

Designated personnel who provide support to incident management. The IMT includes the Operations Chief, Planning Chief, Finance and Administration Section Chief and their respective designees.

19. HOLIDAYS

Those days designated as State holidays in the Government Code.

20. LOT

Refer to "Site".

21. LICENSED TIMBER OPERATOR (LTO)

Licensed Timber Operator "LTO" is used herein to refer to a person who has been licensed under the Forest Practice Act law and is authorized to conduct forest tree cutting and removal Operations.

22. NOTICE TO PROCEED

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

23. MANAGEMENT STAFF

Contractor or Subcontractor staff responsible for oversight and management of Contractor or Subcontractor staff conducting specific operational or scientific related tasks as described in the RFP. This includes but is not limited to the Program Manager, Incident Commander, Operations Section Chief, Branch Directors, Planning Section Chief, Finance Chief, Lead RPF, Lead CAC, Environmental Group Manager, Environmental Group Supervisors, and Data/Packet Manager).

24. OPERATION

The full scope of Assessment and Monitoring Services for Disaster Debris and Hazard Tree Removal, including that described in Exhibit A.1, Special Provisions and additional services performed by other Contractors or Government Agencies necessary.

25. OPERATION SECTION CHIEF

Conducts operations to reach the incident objectives. Establishes the tactics and directs all operational resources. Oversees and directs all tactical staff and Operations for the Assessment and Monitoring Services for Debris and Hazard Tree Removal.

26. OPERATIONAL STAFF

Contractor staff and/or Subcontractor staff excluding finance, accounting, and GIS staff. Includes all staff that will be working in the field for the majority of the time during an operation.

27. PROJECT

Refer to "Operation".

28. PROPERTY

A parcel of land owned by a resident, commercial, industrial, or public entity.

29. 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.

30. RIGHT-OF-WAY SEGMENT

A reasonable Operational portion of a public right-of-way.

31. RIGHT-OF-ENTRY PERMIT (ROE)

A Right of Entry Permits is a legal agreement executed by a landowner allowing the User Agency, A&M Contractor, and DDHTR Contractor to perform debris removal activities on a certain parcel of land.

32. SCOPE OF WORK (SOW)

The description of work required of a Contractor by the awarding Agency.

33. SECTION 106

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

34. 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," or "APN" as defined in this Agreement [modified, 19 CCR 2900(gg)].

35. SMALL BUSINESS (CERTIFIED)

A business that has been certified by DGS-PD, Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896 et seq.

36. STATE

Under the Master Service Agreement (MSA), the term "State" refers to all State of California Agencies specified on the California State Portal, [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>).

37. SUBCONTRACTOR

A person or entity which contracts with the Contractor to perform all or a portion of the work.

38. TITLE 22 METALS

California Code of Regulation (CCR) Title 22, Division 4.5 (also known as the California Administrative Manual (CAM)) refers to CAM 17 metals which include: antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc.

39. USER AGREEMENT

An Agreement between a User Agency and Contractor(s) to provide services under the MSA.

40. WORKDAY

For the purposes of this MSA, a workday includes Monday thru Saturday, including state holidays. A workday is defined as all hours necessary to support daily on-site 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.

The actual length of a specific workday may vary based upon Operational needs, specific job description and duties, weather, local laws, and other factors. Daily Operations working hours are 6:00 a.m. to 6:00 p.m. Pacific Time (PT) or as specified by the User Agency.

41. WORK ORDER

At the discretion of the User Agency, it may choose to direct work via Work Orders for services contained in the User Agreement. 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.

EXHIBIT F - FEDERAL PROVISIONS

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) **Contractor must complete enclosed certification**

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and

the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination

for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(I)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working

on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and trainees-*

- i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee

rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. *Compliance with Copeland Act requirements.*

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. *Subcontracts.*

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

7. *Contract termination: debarment.*

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

8. *Compliance with Davis-Bacon and Related Act requirements.*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. *Breach.*

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. *Disputes concerning labor standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. *Certification of eligibility.*

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the

unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26

U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25

U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or

have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written

notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."

(g) Subcontracts

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the *Federal agency* was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the *contractor* agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the *Federal agency* with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the *contractor*, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that

any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

CONTRACTOR:

Tetra Tech, Inc.
2301 Lucien Way, Suite120
Maitland, FL 32751

CLIENT:

County of Lake, CA
255 N. Forbes St.
Lakeport, CA 95453

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this

Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

Contractor must complete enclosed certification

- (1) 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's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) 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.
- (3) This certification is a material representation of fact relied upon by Client. 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 (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than \$100,000.00. **Contractor must complete enclosed certification**)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 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 used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

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

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

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

BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

April 22, 2024

Date

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor, Tetra Tech, Inc., certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

April 22, 2024

Date

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its

own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

April 22, 2024

Date

BUILD AMERICA BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that for the **Tree Mortality Mitigation-focused Survey Services performed within the County of Lake boundary lines.** that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

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



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

April 22, 2024

Date