Tetra Tech, Inc.

Disaster Debris Assessment and Monitoring Services

AGREEMENT FOR SERVICES #7172

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County" and “User Agency”), and Tetra Tech, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 3475 East Foothill Boulevard, Pasadena, California 91107, and whose local address is 910 Glenn Drive, Folsom, California 95630 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide disaster debris assessment and removal monitoring services for disaster debris within the Mosquito Fire area for its Environmental Management Department;

WHEREAS, on May 24, 2022, the State of California Department of General Services Procurement Division awarded Master Service Agreement #5-22-99-33-04 to Tetra Tech, Inc. for assessment and monitoring services for disaster debris and hazard tree removal as the result of competitive Request for Proposals (RFP) #5229933;

WHEREAS, Master Service Agreement #5-22-99-33-04 allows for local government agencies to “piggyback” off and use the Master Service Agreements awarded by the State of California for disaster debris assessment and monitoring services;

WHEREAS, prior to rendering services pursuant to the Master Service Agreement #522-99-3304, Contractor and User Agency must execute an Agreement that incorporates all of the terms of the Master Service Agreement #5-22-33-04;

WHEREAS, the terms and conditions of Master Service Agreement #5-22-99-33-04, incorporated herein by reference, and this Agreement shall govern the services required under this Agreement, and the parties agree that the terms and conditions of the Master Service Agreement #5-22-99-33-04 shall prevail in the event of a conflict;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, as well as all applicable state and local laws;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, section 1775;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked “Scope of Work,” incorporated herein and made by reference a part hereof, or as identified in individual Work Orders to be issued in accordance with this Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall furnish, at Contractor’s own cost and expense, all personnel, services, tools, vehicles, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

The terms and conditions of Master Service Agreement #5-22-99-33-04, incorporated herein by reference, shall govern the services required under this Agreement. The terms and conditions of Master Service Agreement #5-22-99-33-04 shall prevail in the event of a conflict.

For each work assignment, the specific services for each assignment shall be determined at a meeting, by email, or telephone conference between County’s Contract Administrator and Contractor. For each work assignment, Contractor shall provide a written quote to County’s Contract Administrator. Upon receipt and approval of each quote, County’s Contract Administrator will issue a separate written Work Order to Contractor for each work assignment identifying the specific site where the work will be performed, a description of the work or other services to be performed, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. No payment will be made for any work performed prior to the issuance of the written Work Order. No payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the

Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Contractor amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.

County 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 County.

A. Cancelled Workday
   1) In the event the County 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 County 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's staff is directed to stop work during a workday by the County, the Contractor will be compensated according to the hourly rates established in Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof, 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 County May Pay Contractor**
0	3
1 – 2	4
3 – 4	5
5	5.5
6 +	Contractor's Actual Hours Worked

Deliverables shall be submitted via electronic file and Contractor shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel) or in a format compatible with ESRI products or Excel. Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit all deliverables to County's

Contract Administrator in accordance with completion time schedules identified in the individual Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XXIX, Default, Termination, and Cancellation, herein.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly. Contractor shall be responsible for the supervision, administration, and work performed by any subcontractor for services rendered under this Agreement. All of the services performed pursuant to this Agreement, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Contractor unless specifically described as a task or item of work to be provided by County. Contractor acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

ARTICLE II

Term: This Agreement shall become effective from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement and shall expire six (6) months thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B. Any overtime work must be approved in writing by County's Contract Administrator, prior to commencement of the overtime work.

The total amount of this Agreement shall not exceed $2,000,000, inclusive of all Work Orders and amended Work Orders, all work of subcontractors, and all costs, taxes, and expenses, unless modified by written agreement signed by both parties. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Reimbursement for mileage expenses for Contractor, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates shall apply to Contractor. There shall be no markup on any mileage rates for Contractor.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and County-supplied Work Order number both on their faces. Copies

of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Environmental Management Department
330 Fair Lane
Placerville, California 95667
Attn.: Monica Smithcamp
Administrative Analyst II

or to such other location as County directs.

Payment shall be made to the following address:

Tetra Tech, Inc.,
P.O. Box 911642
Denver, CO 80291-1642

In the event that Contractor fails to deliver, in the format specified, the deliverables and progress reports required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XXIX, Default, Termination, and Cancellation, herein.

ARTICLE IV
Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V
Prevailing Wage (If Applicable)**:** County requires Contractor's services on public works project(s) involving local, state and/or federal funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate shall apply. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Environmental Management Department. Changes, if any, to the general prevailing wage rates will be available at the same location.

Federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code sections 1810 through 1815.

ARTICLE VI

Apprentices (If Applicable)**:** Attention is directed to sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

ARTICLE VII

Certified Payroll (If Applicable)**:** As required under the provisions of Labor Code section 1776, Contractor and any subcontractors, if any are authorized herein, shall keep accurate payroll records as follows:

A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with the services provided under this Agreement.

B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:

1. Make available or furnish to the employee or his or her authorized representative on request.

2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.

3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party

shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

4. All Contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations.

ARTICLE VIII

Registration of Contractors: No Contractor or subcontractor may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Contractor shall post job site notices as prescribed by Title 8 of California Code of Regulations section 16451.

ARTICLE IX

Records Examination and Audit Requirements: Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE X

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Contractor's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE XI

Progress Reports: Upon issuance of a Work Order, Contractor shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Contractor shall submit progress reports once per month. Contractor shall prepare the reports in a sufficiently detailed manner for County's Contract Administrator to determine if Contractor is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County shall review the report to ensure that Contractor's services and deliverables adhere to current County requirements applicable to the project as determined by County's Contract Administrator, and Contractor shall modify its work if the County's Contract Administrator determined it is necessary to meet current County requirements applicable to the project. Separate detail shall be provided for each ongoing Work Order. Contractor shall include in a progress report the total number of hours worked by Contractor and any authorized subcontractors; a description of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by Contractor for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE XII

Safety: Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.

ARTICLE XIII

Performance Bond (If Applicable): As a part of the execution of this Agreement, for any Work Order issued to Contractor where the not-to-exceed dollar amount is equal to or exceed $25,000, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performance of all covenants and stipulations under this Agreement. The amount of this bond shall be one hundred percent (100%) of the total not-to-exceed amount of the Work Order and shall be executed upon the form provided by County.

ARTICLE XIV

Payment Bond (If Applicable): As a part of the execution of this Agreement, for any Work Order issued to Contractor where the not-to-exceed dollar amount is equal to or exceeds $25,000, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total not-to-exceed amount of the Work Order and shall be executed upon the form provided by County.

ARTICLE XV

Notification of Surety Company: The surety company shall familiarize itself with all of the conditions and provisions of this Agreement, and shall waive the right of special notification of any change or modifications of this Agreement or extension of time, or of decreased or increased work, or of the cancellation of this Agreement, or of any other act or acts by County or its authorized agents, under the terms of this Agreement; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Agreement.

ARTICLE XVI

Payment of all Federal, State or Local Taxes: Any federal, state, or local tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

ARTICLE XVII

Compliance with all Applicable Laws: Contractor shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

ARTICLE XVIII

Reporting Accidents: Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars ($500.00) occurs.

ARTICLE XIX

Workers' Compensation: Contractor shall comply with Labor Code sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: *Jonathan Burgiel* Dated: 01/18/2023

Jonathan Burgiel (Jan 18, 2023 16:48 EST)

ARTICLE XX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses and are determined to be reasonable for the completion of the project scope. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in subcontractors, which shall be established at the issuance of individual Work Orders, without prior written approval by County's Contract Administrator.

ARTICLE XXI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XXII

Confidentiality: Contractor and any subcontractors authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, including any subcontractors authorized herein, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Environmental Management Department or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XXIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or

entity without prior written consent of County. County may, at its sole discretion, through its Contract Administrator, authorize Contractor to utilize subcontractors for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables identified therein or as identified in the individual Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Contractor prior to subcontractors' commencement of any work under this Agreement. Specific subcontractors shall be authorized in individual Work Orders issued pursuant to this Agreement. Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Agreement, assumes toward County.

ARTICLE XXIV

Independent Contractor: The parties intend that an independent Contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

ARTICLE XXV
FEMA Provisions:

A. Equal Employment Opportunity

<u>During the performance of this contract, the Contractor agrees as follows:</u>

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 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 the 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.

   County 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 County 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.

   County 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.

County 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, County 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 County 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.

B. Compliance with the Davis-Bacon Act

1. All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, Contractors are required to pay wages not less than once a week.

C. Compliance with the Copeland “Anti-Kickback” Act

1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

D. Compliance With the Contract Work Hours and Safety Standards Act

1. *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (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 (1) of this section, in the sum of twenty-seven dollars ($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 (1) of this section.

3. *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

E. Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

3. Contractor agrees to include these requirements in each subcontract exceeding one hundred and fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance provided by FEMA.

F. Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, FEMA, and the appropriate EPA Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding one hundred and fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance provided by FEMA.

G. Debarment and Suspension Certification

1. Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

   i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
   ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
   iii. Does not have a proposed debarment pending; and
   iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

2. Any exceptions to this certification must be disclosed to County. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate

to whom exceptions apply, initiating agency, and dates of action.

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

4. Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 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.

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

6. 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.

H. Prohibition of Expending County, State, or Federal Funds For Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of one hundred thousand dollars ($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. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the County who in turn will forward the certification(s) to the awarding agency.

I. Procurement of Recovered Materials

1. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
   ii. Meeting Agreement performance requirements; or

iii. At a reasonable price.

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

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

J. Access to Records

The following requirements apply to this Agreement:

1. The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

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 any of their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

4. In compliance with the Disaster Recovery Act of 2018, County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

K. Department of Homeland Security (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.

L. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgment that the County may receive FEMA financial assistance, or federal assistance or grants, state funds, and local agency or other grant funds for all or a portion of the funding for the services to be provided herein. As a requirement of County's use of federal, state, or local agency grant funds, County is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. Contractor shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives as well as all applicable provisions of state and local agency regulations, policies, procedures, and directives.

Failure of Contractor to comply with any federal, state, or local agency provision may be the basis for withholding payments for charges made by Contractor and for such other remedies as may be appropriate including termination of this Agreement. Contractor shall further comply with any flow-down or third-party contracting provisions which may be required under the federal, state, or local agency regulations and which may apply to Contractor's subcontracts, if any, associated with this Agreement.

M. No Obligation by Federal Government

The Federal Government is not a party to this Agreement 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 this Agreement.

N. Program Fraud and False or Fraudulent Statements or Related Acts

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, as well as the Contractor's actions pertaining to this Agreement.

ARTICLE XXVI

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.

ARTICLE XXVII

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 **Mosquito Fire Disaster Debris Assessment and Monitoring Services performed within the El Dorado County 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."

Jonathan Burgiel 01/18/2023

Jonathan Burgiel (Jan 18, 2023 16:48 EST)

Signature of Contractor's Authorized Official Date

Jonathan Burgiel Business Unit President

Name and Title of Contractor's Authorized Official

ARTICLE XXVIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this

Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement and any Work Orders issued pursuant to this Agreement and any Work Orders issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXIX
Default, Termination, and Cancellation:

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.

2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.

2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.

2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.

3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.

4. A violation of ARTICLE XL, Conflict of Interest.

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XXX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Environmental Management Department
330 Fair Lane
Placerville, California 95667

Attn.: Jeffrey Warren
Director, Environmental Management

With a copy to:

County of El Dorado
Procurement & Contracts Division
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement & Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, Florida 32751

Attn.: Contracts Department
TDR.Contracts@tetratech.com | 407-803-2551

or to such other location as Contractor directs.

ARTICLE XXXI

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XXX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXXII

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

ARTICLE XXXIII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

B. Commercial General Liability Insurance of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent Contractors' liability and a $2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.

C. Automobile Liability Insurance of not less than $1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.

D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than $1,000,000.

E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.

H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County’s Risk Management Division as essential for protection of County.

P. Contractor shall ensure that all subcontractors authorized pursuant to this Agreement shall maintain workers’ compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XXXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

In addition, Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXXV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Contractor warrants and represents that it and any of its subcontractors employed under this Agreement shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXXVI

Environmental and Toxic Warranty: Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

ARTICLE XXXVII

Guarantees:

A. Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.

B. If a guarantee exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts, equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.

C. Contractor warrants to County that materials, parts, and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

ARTICLE XXXVIII

Force Majeure: Contractor Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.

2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXXIX

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XL

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations,

section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this User Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this User Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this User Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this User Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this User Agreement.
3. Any officer or employee of County that are involved in this User Agreement.

If Contractor becomes aware of a conflict of interest related to this User Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this User Agreement by giving written notice of termination specified in ARTICLE XXIX, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit E, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XLI
Nondiscrimination:

A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor and its subcontractors, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this User Agreement including but not limited to the following: Contractor and its employees, subcontractors, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Contractor and its subcontractors shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of

Regulations incorporated into this User Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and Title 2, California Code of Regulations, section 8103.

ARTICLE XLII

California Residency (Form 590): All independent Contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this User Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this User Agreement. This requirement applies to any agreement/contract exceeding $1,500.

ARTICLE XLIII

County Payee Data Record Form: All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XLIV

Resolution of Claims: Contractor's attention is invited to Public Contract Code sections 20104, et seq., for resolution of construction claims, and specifically section 20104.2. Claims pertaining to this User Agreement shall be governed by the provisions of those sections.

Your attention is directed to California Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other contract documents are in addition to the procedures required by section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

ARTICLE XLV
California Forum and Law: Any dispute resolution action arising out of this User Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XLVI
Contract Administrator: The County Officer or employee with responsibility for administering this User Agreement is Jeffrey Warren, Director, Environmental Management Department, or successor.

ARTICLE XLVII
Iran Contracting Act Certification: As required by California Public Contract Code section 2204, for Agreements that are over $1,000,000, Contractor certifies its status regarding the Iran Contracting Act of 2010 and has duly executed Exhibit C, marked "Iran Contracting Act Certification," incorporated herein and made by reference a part hereof.

ARTICLE XLVIII
Authorized Signatures: The parties to this User Agreement represent that the undersigned individuals executing this User Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XLIX
Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this User Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE L
Partial Invalidity: If any provision, sentence, or word of the User Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE LI
No Third Party Beneficiaries: Nothing in this User Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this User Agreement.

ARTICLE LII

Counterparts: This User Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE LIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire User Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this User Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: Donald Ashton (Jan 18, 2023 16:46 PST) Dated: 01/18/2023

Purchasing Agent
Chief Administrative Office
"County"

--TETRA TECH, INC.--

By: Jonathan Burgiel (Jan 18, 2023 16:48 EST) Dated: 01/18/2023

Jonathan Burgiel
Business Unit President
“Contractor”

By: Preston Hopson (Jan 18, 2023 13:53 PST) Dated: 01/18/2023

Preston Hopson
Secretary

LS

Tetra Tech, Inc.

Exhibit A

Scope of Work

Tetra Tech, Inc. (Contractor) agrees to provide County of El Dorado (County or User Agency) with assessment and monitoring services for disaster debris removal operations within the Mosquito Fire area as required by the County. Removal operations for Hazard Tree, as defined in the MSA, is not included in the Scope of Work. Certain fire-damaged trees that prohibits the safe operation of debris removal crew or other personnel (i.e. Category 2 – Danger Tree) will be removed as a component of the structural debris removal function. Any references to "Disaster Debris and Hazard Tree Removal" and "DDHTR" throughout this Agreement is replaced with "Disaster Debris Removal" and "DDR" respectively.

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

El Dorado County Contract Manager	Contractor
Name Jeffrey Warren	Name: Ralph Natale, Director
Phoe: (530) 621-7628	Phone: 407-580-8184
Emai: Jeffrey.warren@edcgov.us	Email: Ralph.Natale@tetratech.com
Direct all Agreement inquiries to:	
El Dorado County Contract Analyst	Contractor
Name: Monica Smithcamp	Attention: Betty Kamara, Contracts Manager
Phone: (530) 621-6664	Address: 2301 Lucien Way, Suite 120, Maitland, FL 32751
Email: Monica.smithcamp@edcgov.us	Phone: (407)803-255-1
	@
	Email: TDR.Contracts@tetratech.com

Services shall be performed in accordance with the scope of work identified herein.

1. CONTRACTOR TASKS AND RESPONSIBILITIES

A. WORK TO BE PERFORMED

The Contractor shall perform assessments, oversight, documentation, and reporting services of all Disaster Debris and Hazard Tree Removal performed by other contractors (hereafter referred to as DDHTR contractors) for all required parcel sites and hazard trees, in accordance with all Exhibits incorporated and made a part of this User Agreement. Refer to Exhibit A.1 – Special Provisions, incorporated herein and made by reference a part hereof, for technical requirements.

1) ORDER OF OPERATIONS

Contractor shall follow the order of Operations as set forth in this User Agreement and summarized below:

a) PLAN

I. Develop a mobilization and demobilization plan for the operation in consultation with and at the direction of the User Agency.

II. Receive Right-of-Entry (ROEs) permits from Counties for participating properties.

III. Organize, manage, and maintain data collected for each ROE.

IV. Track the Operational status of each parcel and road segment that is part of the Operation.

V. Determine the division of Operational areas for the program.

VI. Prepare periodic Incident Action Plans (IAPs), situational status reports, planning meeting agendas, and meeting notes.

VII. Obtain and maintain daily Incident Command System (ICS) Activity Log (ICS 214) forms, or approved User Agency form, from all User Agency staff, Contractor staff (including any Subcontractors), and any supporting agencies' staff.

VIII. Provide training, office and equipment space, health and safety planning, and vehicles and safety equipment, including required Personal Protective Equipment (PPE).

IX. Provide temporary lodging. Contractor may consider all lodging options, including, but not limited to, commuting, establishing a lodging base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall bear the cost of such lodging choice. Any temporary facility established by the Contractor must be approved in advance by the IMT and comply with all documentation, permitting, and environmental review requirements in the User Agreement. At the sole discretion of the User Agency, any lodging restriction instituted may later be reduced or lifted during the contract term if adequate hotel capacity is available.

b) ASSESS AND MONITOR

I. Assess and document baseline conditions of debris routes.

II. Review or assist in developing the project's Environmental Protection Plan (EPP), conduct desktop evaluations of enrolled parcels, and conduct field site assessments of project work areas, to determine the presence of and potential impacts to jurisdictional waterways, special status species and their habitats, and cultural, archaeological, or tribal resources, in accordance with the EPP. Conduct biological and archaeological monitoring of work if determined to be required.

III. Implement environmental permit requirements.

IV. Provide Biologists (including specialists), Registered Professional Foresters (RPFs), Arborists, Archaeologists, Certified Asbestos Consultants (CACs) or Certified Site Surveillance Technician (CSSTs).

V. Prepare soil sampling plans, operationalize cleanup goals, and prepare community air monitoring plans, based on the User Agency's guidance and subject to the User Agency's approval.

VI. Conduct California Department of Transportation (DOT) inspections on all DDHTR contractor trucks.

VII. Conduct pre- and post-operation soil sampling and analysis on DDHTR contactor laydown/equipment yards and temporary debris management facilities (i.e., transfer stations).

VIII. Assess parcels for debris and asbestos and, utilizing an Arborist or RPF, identify hazard trees that pose a threat to the public at large.
IX. Monitor the DDHTR contractor's progress in the removal of debris (including asbestos) and hazard trees, and placement of erosion control materials.
X. Verify property boundaries with property owners and/or the local jurisdiction as necessary and appropriate.
XI. Collect post-debris removal soil sampling.
XII. Issue tickets for work completed.
XIII. Review and confirm DDHTR contractor invoices for accuracy and completeness.

c) REPORT
I. Prepare final activity and overall operation cost reports for each parcel or Right-of-Way (ROW) segment.
II. Prepare final activity and overall operation cost reports for the operation, and an after action review report.
III. Submit Quarterly Progress Reports to Chief Accounting Officer or designee detailing deliverables milestones, current challenges and financial forecast.
IV. Set up a detailed database collection and management system to enhance the contactor invoicing, invoice review process, and audit capabilities, at the User Agency Finance Unit Leader's direction with concurrence of the Chief Accounting Office or designee. The database shall include, at a minimum, invoiced and actual payment financial data by invoice number and parcel. If applicable, database shall be broken out by Federal Emergency Management Agency (FEMA), eligible, ineligible, and community costs by invoice number and payment amount as directed by the User Agency Finance Unit Leader with concurrence of the Chief Accounting Officer or designee.

2) PROJECT-WIDE DOCUMENTATION

a) CRADLE TO GRAVE DOCUMENTATION
Project documentation shall be "cradle to grave" and reflect all work completed, on a per parcel basis. All Operation costs, including the costs of the DDHTR contractor, that can be directly attributed to an individual property shall be tracked by Contractor 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 community water tenders, street sweeping, air monitoring, operation management, community health and safety, or monitoring activities will be tracked as "Community Costs".
Costs incurred relating to public properties, such as government buildings, certain schools, and institutions, must be tracked separately pursuant to written direction provided by the User Agency. In all cases, Contractor shall track and document costs with a sufficient level of detail, redundancy, and integrity necessary to meet the provisions of the User Agreement.
Contractor shall document the full life cycle of each parcel, in a method compliant with the terms and conditions of the User Agreement, from initial evaluation through site assessment, debris removal, hazard tree removal delivery of a clean, clear parcel, and

transport and delivery of debris to end use facility. This shall include documentation of any parcel removed from the Program before all work is complete, in circumstances including, but not limited to, property owner withdrawal or property owner action rendering the property ineligible for the Program.

b) DATA RETENTION

Contractor shall retain all documents and data, including drafts, notes and summaries, for a period of seven (7) years from document creation, unless otherwise specified by the User Agency.

c) USER AGENCY ACCESS AND SYSTEM COMPATIBILITY

Upon request of User Agency, Contractor shall allow immediate access to any and all records, including notes, drafts, summaries and all documents required to be prepared and submitted.

All data systems utilized by the Contractor shall be made available to the User Agency and compatible with the User Agency's database software, Incident Management Team (IMT), and any additional User Agency staff requiring access. Access shall be granted to these systems prior to the commencement of any other activities.

d) TIMELINESS

Completed work shall be properly documented and uploaded into the required data collection systems as dictated by the User Agency, typically within twenty-four (24) hours unless otherwise specified.

e) OPERATIONAL, PUBLIC-FACING, AND COST RECOVERY NEEDS

I. OPERATIONAL

The data framework established by Contractor shall support the requirement of Operational, actionable, and real-time data by tracking all work performed by the User Agency, Contractor, the DDHTR contractor, and other contractors in order to coordinate and schedule daily activities. Data may be collected automatically from the field through the Application Programing Interface (API) integration of software platforms (e.g., Field Maps, Survey 123, etc.) to the primary data repository (e.g., Esri products). Planning staff may also populate data collected on physical forms in the field and transfer that data into the data system. Planning staff shall have necessary, licensed accounts for applicable data repositories as mandated by User Agency.

II. Documentation of complete work shall be provided to support the requirement for public-facing data. Public-facing data must be available to the User Agency for any public-facing maps/dashboard, at the request of the IMT, and available to both Contractor and User Agency call center staff.

III. COST RECOVERY

Contractor shall prepare and provide all documentation necessary for cost recovery of FEMA reimbursement, if applicable. Documentation required includes, but is not limited to:

1. Documentation of all work conducted on a property via assessment forms, sampling forms, sketches, photos, etc.

2. Documentation of all items that are removed from a property (may include types such as debris, including ash, trees, soil, vehicles, and concrete) to their facility via tickets, hauling logs, and Global Positioning System (GPS) documentation. Specific types of items to be documented shall be dictated by the User Agency at the onset of the operation.
3. Documentation of staffing via Activity Log (ICS 214) form.

f) DATA COLLECTION TOOLS

Contractor's data collection systems shall be able to operate both in areas with cellular service available and in areas without cellular service. All data systems shall be compatible with existing Geographic Information System (GIS) systems, currently provided by Esri or similar products. If the User Agency deems it necessary, the Contactor data system shall be able to rapidly integrate with the User Agency data systems via API integration.

3) CALL CENTER OPERATIONS

a) Contractor shall establish and operate a call center for the purposes of providing information to disaster survivors enrolled in the Program. The call center shall make phone calls to survivors based on phone numbers listed in the Right of Entry Permits provided by the User Agency prior to the commencement of structural debris removal, hazard tree removal, any other operational action as specified by the User Agency. The contractor shall maintain detailed records of each phone call, advise the User Agency of any property owner it is not able to contact, and record any special requests or instructions provided by the property owner, which shall be transmitted to field operations personnel. If directed by the User Agency, contractor shall use alternate communication methods to reach survivors, including but not limited to email, and postage.

b) The call center shall also receive incoming calls from survivors or other interested parties, and shall provide information on parcel status, the debris removal program, and other subjects as identified by the User Agency. The contractor shall provide all necessary office space and equipment for the call center, unless otherwise directed by the User Agency. To the extent practicable, the contractor shall utilize a local area code for call center operations. The Contractor shall utilize the Office Accounting and Administrative Staff classification for call center staff and the Deputy Planning Section Chief classification for the call center supervisor, if the User Agency determines a call center supervisor is needed.

c) Contractor shall be prepared to provide effective call center service to all survivors, including those with access and functional needs. The contractor must be equipped to provide services in the below languages, and any other language identified by the User Agency:
I. English
II. Spanish
III. Chinese (simplified and traditional)
1. Mandarin

2. Cantonese
IV. Vietnamese
V. Korean
VI. Russian
VII. Arabic
VIII. Tagalog
IX. Polish
X. French

d) Additionally, Contractor shall implement effective communication practices to serve survivors with disabilities, such as those who are deaf or hearing impaired, including using video remote interpreting (VRI), and/or a world language translation service.

B. INITIAL TASKS TO BE PERFORMED

Contractor shall complete the following tasks prior to the debris and hazard tree removal monitoring work:

1) STAFFING

a) Contractor shall deploy the following staff to the User Agency's designated incident field office within seventy-two (72) hours of receiving the notice to proceed (NTP): Incident Commander (IC), Planning Section Chief (PSC), Operations Section Chief (OSC), the Environmental Unit Manager/Senior Environmental Specialist and, if required by the User Agency, the lead RPF. Within the first week after the NTP is issued, the Contractor shall send out the initial Site Assessment (SA) and Asbestos Assessment (AA) teams, the number of which is as specified by the User Agency in the Incident Specific SOW. The deployment of additional and other staff will be as directed by the User Agency. All key staff supporting the Operation must be available during the IMT's working hours of 6:00 a.m. to 6:00 p.m. Pacific Time (PT) or as specified by the User Agency.

Personnel Designated	Post-Notice to Proceed Total Personnel*		
	3 Days	7 Days	10 Days
Incident Commander**	1	1	1
Safety Officer**	1	1	1
Planning Section Chief**	1	1	1
Data Packet Manager	1	2	2
Operations Section Chief**	1	1	1
Finance Section Chief**	1	1	1
Environmental Unit Manager/Senior Environmental Specialist**	1	1	1
Biologist**	1	1	1
Site Assessment Teams	1	2	2
Asbestos Assessment Teams	1	2	2
Background Soil Analysis Team	1	1	1
**Totals represent initial estimates for planning purposes, subject to change based on operational requirements.*			
***Key Staff, for purposes of the Request for Services*			

b) The names of the IMT Member positions may vary based on the specifics of a given incident. In the event that different titles are to be used in a specific incident, the User Agency will dictate which titles will be used to indicate which positions in the request for services. Using different titles shall have no effect on the required qualifications or rates of the various Contractor staff.

2) TRAINING

Contactor shall provide and document the following training:

a) Accredited forty (40) hours of Hazardous Waste Operations and Emergency Response (HAZWOPER) training to Contractor's field staff (specifically staff that does or may enter disaster debris "hot zones"), including Task Force Leaders and all other personnel supporting structural debris removal operations in the field.

b) ICS-100 and ICS-200 training courses for all Contractor staff.

c) An operation specific training program, developed with the User Agency, detailing the Operational goals and the User Agency's expectations of how the operation will be managed and monitored by the Contractor staff, for all Contractor Operational staff.

d) A debris assessment team training, for all Contractor assessment staff.

e) An Arborist or RPF training, prepared and presented by the lead RPF, detailing the specific assessment methods to be used by all Arborists on the operation for consistency of assessment.

f) Hazard tree assessment strike team training, detailing how they will mark trees and document hazard tree assessments, and how they coordinate when conducting and documenting the Hazard Tree assessments.

g) International Society of Arboriculture (ISA) Tree Risk Assessment Qualification training for eligible personnel, if requested by the User Agency.

h) Any other necessary training as warranted for the specific operation, as directed by the User Agency.

3) PROVIDE TEMPORARY WATER TRUCK/DRIVER – DUST CONTROL

Within seven (7) days of receiving the NTP, Contractor shall secure a water source and provide water trucks for use throughout the Operational Area, as specified by the User Agency at the rates identified in Exhibit B.1 – Rate Sheet. Contractor's water trucks shall suppress dust from fire debris properties temporarily until the DDHTR contractor can mobilize water trucks to the Area.

The water trucks provided shall have a minimum five thousand (5,000) gallon capacity and include the water truck, driver, and all requirements for operations as identified in the User Agreement. The Contractor shall charge at the daily rate per truck per twelve (12)

hour working day and includes water, fuel, hoses and fittings, and all items necessary to apply dust control water using truck mounted spray and manually applied dust control water as needed, and includes water truck mobilization and demobilization, the costs of permits, and use of agency meters.

4) TRUCK INSPECTIONS, TRAFFIC MANAGEMENT PLANS, AND ROAD ASSESSMENTS

a) DOT TRUCK INSPECTIONS

I. Contractor shall provide a DOT commercial truck inspector with a two (2) person crew.

1. Contractor shall provide certifications and resumes indicating the crew's experience as truck inspectors to the User Agency for approval.

2. The inspectors shall have the necessary insurance, qualifications, and expertise to perform a Level One Inspection for all commercial trucks assigned to the operation.

3. Contractor shall provide as many such two (2) person crews as is determined by the User Agency to be necessary to confirm that all trucks pass safety inspections as required by the California Highway Patrol and applicable State and Local regulations.

II. Inspect all haul trucks, logging trucks, wood chip trucks, water tenders, tow trucks, street sweepers, low-beds, and other commercially licensed vehicles used on the project. Water trucks used specifically for 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.

III. Contractor shall placard each and every truck that has passed inspection with a unique placard and bar-coded identification number.

IV. Contractor shall re-inspect ten (10) percent of all previously certified trucks every thirty (30) days.

V. Contractor shall provide all inspection records, both pass and fail, to the IMT within twenty-four (24) hours of the inspection.

VI. The DDHTR Contractor shall provide a location(s) for the DOT inspections to be conducted. Contractor shall coordinate closely with DDHTR contractor in order to conduct these inspections prior to deployment of each applicable vehicle the operation. All necessary facilities, including portable offices, restrooms, and shade shelters shall be provided by the DDHTR Contractor.

b) TRAFFIC MANAGEMENT PLANS

If directed by the User Agency, Contractor shall prepare a traffic management plan. The plan shall include an assessment of likely travel routes from the Operational area to the anticipated end use facilities, a summary of recent roadway traffic loadings on the anticipated routes, an assessment of the anticipated traffic impacts of the operation on those roadways, suggested temporary striping or roadway improvements, and temporary signalization or signage improvements that could minimize or reduce traffic impacts. The 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.

c) EXISTING ROADWAY ASSESSMENTS & DOCUMENTATION

Contractor shall conduct an initial visual and video survey of roadways and infrastructure along those roads that could potentially be impacted by the debris and hazard tree removal Operations. Video recordings shall be of sufficient quality to assist in the post-operation assessment of the impact of the operation on these roadways. As described in the Special Provisions, Contractor shall also prepare engineering reports of road conditions if requested to do so by the User Agency.

5) OFFICE AND LAYDOWN YARD IDENTIFICATION AND ASSESSMENTS

a) OFFICE AND STORAGE FACILITIES

Within 72 hours of receiving the NTP, Contractor shall secure local office and equipment storage space to be used to support the Contractor throughout the duration of the Operation. The facility(ies) shall provide the Contractor (and its Subcontractors) a place to manage its tasks separate from the User Agency's Operations Center. The facility(ies) shall also be used to provide storage of all field and monitoring equipment, support equipment, computers, tablets, PPE, and materials. This facility or other site shall be approved by the OSC as a suitable location for the Contractor to conduct required trainings and daily safety briefings. The User Agency may direct that certain Contractor personnel work from User Agency facilities and/or embed with User Agency staff to ensure close coordination. Costs for these facilities shall not be reimbursable separately, and the Contractor's Exhibit B.1 – Rate Sheet shall be inclusive of these costs.

b) OTHER FACILITIES

Contractor shall develop and implement a soil sampling plan for facilities provided by the DDHTR contractor, including equipment laydown yards, temporary wood processing and storage yards, debris management facilities, and any other DDHTR contractor selected and permitted facilities approved by the OSC in support of the Operation. These plans shall be reviewed by the OSC prior to implementation.

Once approved by the IMT, the Contractor shall execute the plans and establish baseline soil assessments for each facility. These samples shall be analyzed for California Code of Regulations (CCR) Title 22 metals, Total Recovered Petroleum Hydrocarbons (TRPH), and benzene, toluene, ethylbenzene and xylene (BTEX) analysis by a California-certified laboratory.

Contractor shall collect and analyze additional soil samples upon demobilizing these facility sites to ensure no residual material or hydrocarbon spill was left behind. The DDHTR contractor shall be responsible for removing contaminated soils contributed by its operation in these staging areas, as verified by the Contractor, following appropriate predetermined soil sampling and analysis protocols.

Contractor shall also, if necessary and as directed by the User Agency, support the DDHTR contractor in obtaining all required local use permits for the development and operation of these facilities. Such permits may also require environmental evaluation requiring that the Contractor also conduct biological and archaeological assessments of proposed locations in accordance with the National Environmental Protection Act, the National Historic Preservation Act, California Environmental Quality Act (CEQA) and the Clean Water Act and report findings to the User Agency.

6) COMMUNITY AIR MONITORING PLAN

Prior to commencement of debris removal, Contractor shall prepare a draft community air monitoring plan for User Agency review and approval. The plan shall consider:

a) Where the debris removal Operations will take place.

b) Where the sensitive receptors are located that could be impacted by dust emissions from the operation.

c) Inclusion of an air monitoring program to measure air emissions upstream and downstream of active debris removal Operations for a representative one-third of the active debris removal crews.

Upon User Agency approval, Contractor shall collect background air monitoring samples to establish baseline levels for air contaminants collected from community and highly sensitive receptor areas as determined by the OSC, or designee, and Contractor. The background, community, and debris removal property air monitoring will include particulate matter (PM 2.5), airborne metals, and asbestos.

Once debris removal commences, Contractor shall implement the Air Monitoring Plan and perform ongoing air monitoring in the community and at the selected debris removal property, as outlined in the OSC-approved Air Monitoring Plan. The Contractor's Air Monitoring Plan shall include conducting debris removal property air monitoring at a rate specified by the User Agency, typically one-third of the properties with active debris removal activities on a daily basis. Community and selected debris removal property air sampling shall take place during debris removal operation hours only.

7) BACKGROUND SOIL SAMPLING PLAN AND CLEANUP GOALS REPORT

Contractor shall identify regions with potentially differing soil types within the incident footprint. Soils in the vicinity but not in the ash impacted area shall be collected and sampled to establish the naturally or anthropogenic occurring metal concentrations around the Incident. These samples shall be analyzed for CCR Title 22 metals by a California Environmental Laboratory Accreditation Program. These samples shall also be analyzed for moisture content which the Contractor shall use to correct the metals concentration to determine dry metals concentrations from analytical results.

Contractor shall have a sufficient number of laboratories and Contractor staff available to support the number of air, soil, asbestos, and water samples anticipated throughout the operation to meet the required turn-around times. The turn-around time shall not exceed seven (7) calendar days unless otherwise specified by the User Agency.

Contractor shall:

a) Utilize laboratories that are appropriately certified throughout the operation.

b) Ensure that laboratories are geographically located to ensure reliable transportation of material samples.

c) Verify that laboratories have sufficient testing capacity to meet the operation's needs.

d) Ensure sufficient qualified staffing to review air, soil, asbestos, and water samples.

8) SIGNAGE

a) PARCEL ADDRESS

As part of the SA team activities (or by separate property scouting teams), Contractor shall install individual address signs for each property with a signed ROE. This new sign will assist in accountability and direct emergency services to the proper address. Contractor shall also Contact Underground Service Alert (USA) or other utility locator service to verify the location of the sign will not impact local utilities.

b) TRUCK PLACARDS AND IDENTIFICATION NUMBERS

Contractor shall provide the DDHTR contractor debris removal trucks a placard or other visible means of identification as part of the Operation. Contractor shall also place a bar-coded external sticker to each truck in an easily accessed location on the truck's exterior. The bar-coded sticker shall assist the Contractor with identifying specific trucks as each truck enters and leaves a debris removal site and/or end use facility.

c) CREW SIGNS

Contractor shall verify and report that the DDHTR contractor provides crew number signs for their Debris Removal Crews and for their Hazard Tree Removal Crews that meets specifications.

9) END USE FACILITY ASSISTANCE

Contractor shall coordinate with the DDHTR contractor-selected debris and tree materials end use facilities for locations at those facilities at which Contractor staff can conduct their tracking and monitoring of DDHTR contractor truck disposal weights/volumes received, so that completion tickets can be issued.

10) BIOLOGICAL ASSESSMENT

a) ENVIRONMENTAL PROTECTION PLAN

If the User Agency prepares an Environmental Protection Plan or other similar document, all work under this section shall be conducted in compliance with the Environmental Protection Plan (EPP), including but not limited to any relevant Programmatic Biological Opinion, Federal Consultations, or other applicable requirements, as identified by the User Agency. If directed to so by the User Agency, the Contractor shall assist in developing the EPP in coordination with Federal, State and Regional resource agencies

b) DESKTOP REVIEW

Contractor shall procure and review relevant background information, such as the California Natural Diversity Database, to develop a baseline understanding of what biological resources, such as sensitive species, may be encountered on enrolled parcels and throughout the project area. The results of this review shall be documented in a summary report authored by a Qualified Biologist, which shall be amended as needed

throughout the project if additional parcels are enrolled. The results of this review shall assist and inform the biological site assessments described below.

c) BIOLOGICAL SITE ASSESSMENTS

Contractor shall assign a two (2) person team to assess each enrolled parcel. The team shall include one (1) biologist or senior biologist and one (1) Task Force Leader who shall assist in preparing documentation. The team will conduct a visual assessment of the expected work area, including the structural debris field, areas proximate to the right-of-way where hazard trees may be removed from, access routes, expected parking areas, and expected water crossings. The biological site assessment shall determine:

I. If any specific biological concerns exist on the site;
II. If any BMPs listed in the EPP are applicable to the site;
III. If biological monitoring, as described in the EPP, is required during work.

These determinations shall be documented in a Biological Site Assessment Report, which shall identify the biologist who conducted the assessment and include any relevant photos. This report shall be made available to the User Agency within twenty-four (24) hours of completion of the site assessment in a User Agency-identified database system, and relevant information shall be uploaded to the designated information system within the same timeframe. Contractor shall ensure these biological site assessments are completed prior to structural debris removal or hazard tree removal operations on the subject parcel.

d) BIOLOGICAL MONITORING

If the Biological Site Assessment determines that onsite biological monitoring is required, in accordance with the EPP, for some or all of the work, the Contractor shall assign a biologist or senior biologist to monitor work completed by the DDHTR Contractor on the site. The biologist shall advise and instruct the DDHTR Contractor of any required BMPs and report any noncompliance to the IMT. The biologist shall prepare a Biological Monitoring Report which shall identify the biologist who conducted the monitoring and describe:

I. If all applicable BMPs identified in the Biological Site Assessment Report were properly implemented;
II. If any unexpected biological discoveries were made, and how they were managed;
III. If any impacts to biological resources were observed, and how they were mitigated, if applicable.

This report shall be prepared at the conclusion of work on the subject parcel, which shall be made available to the User Agency within completion of work.

11) ARCHAEOLOGICAL ASSESSMENTS

a) ENVIRONMENTAL PROTECTION PLAN

If the User Agency prepares an Environmental Protection Plan or other similar document, all work under this section shall be conducted in compliance with the Environmental Protection Plan (EPP), including but not limited to any relevant Programmatic Agreements, Federal Consultations, Tribal Consultations, or other applicable requirements, as identified by the User Agency. If an Archaeological Treatment Plan

(ATP) is prepared for the project, Contractor shall also comply with all relevant requirements stipulated in the ATP. If directed to so by the User Agency, the Contractor shall assist in developing the EPP or other documents, such as the ATP, in coordination with Federal, State and Regional resource agencies.

b) DESKTOP REVIEW

Contractor shall procure and review relevant background information to develop a baseline understanding of what archaeological and cultural resources, such as historic properties or resources, may be encountered on enrolled parcels and throughout the project area. The results of this review shall be documented in a summary report authored by a Secretary of Interior Qualified Archaeologist, which shall be amended as needed throughout the project if additional parcels are enrolled. The results of this review shall assist and inform the archaeological site assessments described below.

c) ARCHAEOLOGICAL SITE ASSESSMENTS

Contractor shall assign a two (2) person team to assess each enrolled parcel. The team shall include one (1) archaeologist or senior archaeologist and one (1) Task Force Leader who shall assist in preparing documentation. The team will conduct a pedestrian survey of the expected work area, including the structural debris field, areas proximate to the right-of-way where hazard trees may be removed from, access routes, expected parking areas, and expected water crossings. The archaeological site assessment shall determine:

I. If any specific archaeological concerns exist on the site;
II. If any BMPs listed in the EPP are applicable to the site;
III. If archaeological monitoring is required during work.

These determinations shall be documented in an Archaeological Site Assessment Report, which shall identify the archaeological who conducted the assessment and include any relevant photos. If the report contains legally confidential information, the report shall be marked “Confidential” and appropriately protected from disclosure. This report shall be made available to the User Agency within twenty-four (24) hours of completion of the site assessment in a User Agency-identified database system, and relevant information shall be uploaded to the designated information system within the same timeframe. Contractor shall ensure these archaeological site assessments are completed prior to structural debris removal or hazard tree removal operations on the subject parcel.

d) ARCHAEOLOGICAL MONITORING

If the Archaeological Site Assessment determines that onsite archaeological monitoring is required, in accordance with the EPP, for some or all of the work, the Contractor shall assign an archaeologist or senior archaeologist to monitor work completed by the DDHTR Contractor on the site. The archaeologist shall advise and instruct the DDHTR Contractor of any required BMPs and report any noncompliance to the IMT. The archaeologist shall prepare an Archaeologist Monitoring Report which shall identify the archaeologist who conducted the monitoring and describe:

I. If all applicable BMPs identified in the Archaeological Site Assessment Report were properly implemented;

II. If any unexpected archaeological discoveries were made, and how they were managed if applicable;
III. If any impacts to archaeological resources were observed, and how they were mitigated, if applicable.
This report shall be prepared at the conclusion of work on the subject parcel, which shall be made available to the User Agency within completion of work.

12) DATA MANAGEMENT SYSTEM ESTABLISHMENT AND OPERATION
Contractor shall provide and perform the following information, data management services (GIS services), and tasks in support of User Agency planning, environmental, and Operational needs prior to the Operational startup:

a) ESTABLISH GIS AND DATA MANAGEMENT SYSTEM
Contractor shall establish a system to manage all Disaster Debris Operations data and Hazard Tree Removal Operations data, including all project related data requirements as specified by the IMT, with Esri compatible software or as approved by the User Agency. The Contractor may be required to inventory, evaluate, and integrate GIS products or data from the User Agency or third parties. Contractor may be required to investigate the integrity of this data and identify and resolve any discrepancies, with input from the User Agency.

b) DEVELOP ROW MAP SEGMENTS
If directed by the User Agency, Contractor shall identify all public roads within the Operational area. The Contractor shall then divide the road network “Right of Way Segments” within the GIS system, for the purposes of managing hazard tree assessments of the right of way. Each Right of Way Segment should include one quarter centerline mile, unless otherwise specified by the User Agency. Certain segments may need to be shorter or longer in length, such as add the terminus of a road.

c) ADMS INTEGRATION
Ensure licensed Automated Data Monitoring System (ADMS) software and platforms integrate Operational, planning, and environmental needs information directly with data management system(s) as specified by the User Agency, such that the data recorded through ADMS software integrates with the Contractor’s GIS database (e.g., trees plotted according to their coordinates, with all recorded information and photos included). Contractor’s GIS responsibilities include the support, management and maintenance of other Agency databases as directed by the User Agency (e.g., Cal OES or DTSC). If required, Contractor shall prepare a GIS transition plan.

d) Investigate and highlight discrepancies between various agency datasets, including GIS errors and APN discrepancies to allow reconciliation of datasets.

e) If necessary, repair coding scripts in data management system(s) as specified by the User Agency.

f) Connect the User Agency's data management system(s) to the Contractor's ADMS, allowing for real time updating of the User Agency's data management system(s) and any Public Facing Map (PFM).

g) Update parcel status after ROEs have been received and entered into the ROE collection tool. Contractor shall regularly update tracking of individual APN's as each parcel progresses through Operational steps, including the cross referencing of the Debris Removal and Hazard Tree Removal Functions identified in this SOW.

h) DATA RETENTION

Contractor shall retain all documents and data, including drafts, notes and summaries, for a period of seven (7) years from document creation, unless otherwise specified by the User Agency.

i) USER AGENCY ACCESS AND SYSTEM COMPATIBILITY

Upon request of User Agency, Contractor shall allow immediate access to any and all records, including notes, drafts, summaries and all documents required to be prepared and submitted.

All data systems utilized by the Contractor shall be made available to the User Agency, IMT, and any additional User Agency staff requiring access. Contractor's software shall be compatible with the User Agency's database software. Access shall be granted to these systems prior to the commencement of any other activities covered by this User Agreement.

j) TIMELINESS

Completed work shall be properly documented and uploaded into the required data collection systems as dictated by the User Agency, typically within twenty-four (24) hours unless otherwise specified.

k) OPERATIONAL AND PUBLIC-FACING NEEDS

I. OPERATIONAL

The data framework established by Contractor shall support the requirement of Operational, actionable, and real-time data by tracking all work performed by the User Agency, Contractor, the DDHTR contractor, and other contractors in order to coordinate and schedule daily activities. Data may be collected automatically from the field through the Application Programing Interface (API) integration of software platforms (e.g., Survey123) to the primary data repository (e.g., Esri products). Planning staff may also populate data collected on physical forms in the field and transfer that data into the data system.

II. DOCUMENTATION

Documentation of complete work shall be provided to support the requirement for public-facing data. Public-facing data must be available to the User Agency for any public-facing maps/dashboard, at the request of the IMT, and available to User Agency call center staff.

l) DATA COLLECTION TOOLS

Contractor's data collection systems shall be able to operate both in areas with cellular service available and in areas without cellular service. All data systems shall be

compatible with and able to rapidly integrate with User Agency data system. If the User Agency deems it necessary, the Contactor data system shall be able to rapidly integrate with the User Agency data systems via API integration. Data collection tools for monitoring hazard tree removal Operations must have the ability to scan the barcodes affixed to hazard trees to ensure efficient data capture.

13) RIGHT-OF-ENTRY FORM COLLECTION AND TRACKING
The Contractor shall receive and process ROE forms as follows:

a) The User Agency entity will receive and review ROE forms submitted by property owners that elect to have their properties cleaned up by the User Agency's disaster debris and hazard tree removal program. Those ROEs that meet with User Agency requirements will be delivered to the IMT for inclusion in the Operation. Contractor shall incorporate IMT-approved ROEs in its GIS database system and verify street addresses and locations to ensure unique and verifiable parcels are not duplicative. If there are duplicates or APNs that cannot be located, Contractor shall coordinate with the IC and the User Agency to rectify the situation. Contractor shall also set up a system to acknowledge the withdrawal of an ROE parcel owner from the program and note what stage of the operation at which that property left the program, and to track properties deemed ineligible and reason for the ineligibility.

b) Update parcel status after ROEs have been received and entered into the Contractor's data management system, and as each parcel progresses through Operational steps, including the cross referencing of the Debris Removal and Hazard Tree Removal Functions identified in this SOW.

c) Update parcel status after the completion of a Site Assessment and required EPP assessments (biological, archaeological) in preparation for Disaster Debris or Hazard Tree Removal.

d) Conduct and maintain an inventory of User Agency provided surveys, dashboards, groups, and GIS layers.

e) Manage data access to ensure User Agency, Contractor, DDHTR contractors and Tribal staff have proper access. User Agency shall have full access to data throughout the operation.

f) Contact property owners to verify the ROE content.

14) HISTORICAL AND CULTURAL PRESERVATION MONITORING INITIAL TASKS
As specified by the User Agency, consistent with applicable law, prior to Operation startup, and under the direction of the Contractor's Lead Archaeologist, the Contractor shall facilitate historical and cultural preservation monitoring.
Contractor shall maintain confidentiality of Tribal resources upon request of Tribe(s) and shall perform the following tasks:

a) The Contractor will conduct a historical records search for native and non-native past findings within the operation covered burn scar(s) within the region and determine most likely areas within each burn scar that historical artifacts have been or may be found. As a result of good-faith and reasonable efforts to identify and protect cultural resources, Tribal Monitoring may be a possible mitigation outcome of the Section 106 consultation for the Private Property Debris Removal (PPDR) Operation within a region.

b) Based on the historical records search, Contractor shall provide the findings to the User Agency. If Tribal Monitoring services are needed, User Agency approval is required before the Contractor can proceed.

c) Set-up and convene an initial Tribal Consultation meeting with both federally and non-federally recognized Tribe(s) to provide an overview of Operations and ability to engage in mitigation, avoidance, minimization treatment measures to protect cultural and historical artifacts, which may include Tribal Monitoring.

d) Provide administrative, logistical and programmatic support staff for the User Agency's government-to-government consultations with federally and non-federally recognized Tribe(s). Consultations with individual Tribe(s) may be required as part of the government-to-government consultation process.

e) Draft scope of work (SOW) for mitigation, avoidance, and minimization treatment measures to protect cultural and historical artifacts, which may include Tribal Monitoring work, with the approval of the User Agency.

f) In cooperation with the Tribes that will be a part of this operation, develop and present a Tribal/cultural sensitivity training to all the Contractor's Operations staff, User Agency's staff, DDHTR contractor's staff, and other field support staff participating in this Operation.

15) DEVELOPMENT OF A HAZARD TREE ASSESSMENT METHODOLOGY

Within seven (7) days of receiving the NTP, the Contractor shall develop and present to the User Agency a technical methodology for identifying and assessing hazard trees. As described in the Exhibit A.1 – Special Provisions, Section 6.23, for the purposes of the Operation, hazard trees are trees that are so damaged by the declared incident that they pose an imminent or immediate threat of falling on public improved property or rights of way or pose a hazard to other targets as prescribed by the User Agency. The technical methodology shall describe how the Contractor's Arborists will determine which trees meet the User Agency's definition of a hazard tree and that the is a hazard as a result of the declared incident.

This technical methodology must be based on:

a) Established standards, academic papers, or guidance from the California Department of Forestry and Fire Protection (CAL FIRE) and the United States Forest Service, and/or other reputable sources;

b) Standards and guidance set forth in Federal Emergency Management Agency (FEMA) policy including:

I. The Public Assistance Program and Policy Guide, such as V3.1's (2018) page 49-50;

II. 44 CFR section 206.224 (a)(1)-(4);

III. 44 CFR section 206.221(c);

IV. 44 CFR sections 206.220 – 206.228.

c) Any other relevant Federal standards.

The methodology should describe the specific factors an Arborist will consider when assessing whether a tree poses a threat of falling on public rights of way or other improved property, for each species identified in the Operational area.

Upon approval by the User Agency, the methodology should be implemented within the Contractor's electronic assessment tool for field use by Arborists.

If the Contractor elects to utilize a technical methodology and electronic assessment tool developed by a third party, the Contractor must submit to the User Agency a proposal evidencing what reputable sources support the third party's methodology and tool. The User Agency may accept or reject the proposed methodology or may direct changes be made to the methodology or tool. Implementation of any User Agency-directed changes shall not be grounds for additional compensation.

C. DEBRIS REMOVAL FUNCTIONS

The following is a summary description of the tasks the Contractor shall perform in implementing the Debris Removal Operation. The actual interpretation in implementing the Operation is at the discretion of the IMT in accordance with the User Agreement, including Exhibit A.1 – Special Provisions. The User Agency will direct the Contractor when and where these services are necessary.

1) INDIVIDUAL PROPERTY SITE ASSESSMENTS, ASBESTOS ASSESSMENTS, AND ENVIRONMENTAL AND HISTORICAL ASSESSMENTS

Contractor shall perform assessments as specified below and in accordance with Exhibit A.1 – Special Provisions:

a) SITE ASSESSMENTS

I. If no address signs are present, Contractor shall 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. Contractor shall also contact USA or other utility locator service to verify the location of the sign will not impact local utilities.

II. If properties in the Operational area are on septic systems, Contractor shall identify septic tank and leach field locations on each property.

III. Contractor shall identify water wells on properties not serviced by the local water agency.

IV. Contractor shall photograph each site from all sides to document all aspects of the property both burned and non-burned items.

V. Contractor shall sketch property boundaries including ash/structure footprints and any debris fields, delineate locations of visible septic tanks, leach fields, water sources,

and imminent threat hazards to the DDHTR contractor. Contractor shall describe the type of foundation(s) and sketch other hardscape and vehicles.

VI. Contractor shall sketch and record ash footprints in addition to structures (e.g., vehicles, equipment, ATVs, trailers, recreational vehicles), creek beds, culverts, bridges).

VII. Contractor shall identify and photograph other property-specific hazards (e.g., swimming pools, retaining walls, basements, chimneys, partial walls, hazardous trees, large vehicles, propane tanks).

VIII. Contractor shall also document any existing erosion control BMPs, such as wattles or compost socks and sediment collected on each property that may have or could catch structural ash and debris sediment.

IX. Contractor shall conduct Mercury and Radiological site survey sweeps, using handheld equipment described in Exhibit A.1 – Special Provisions, Sections 5.7 and 5.8.

X. Identify and contact Owner of large partially damaged or undamaged propane tanks.

XI. Contractor shall identify and document any household hazardous waste (HHW) that may remain on the property and notify the User Agency for need of its removal by others (such as DTSC).

XII. If non-residential properties (i.e., commercial, industrial, public properties, etc.) are added to the Operation, Contractor shall provide the following services for each such property:

1. Evaluate the property based on zoning.

2. If the presence of hazardous materials is clearly a concern or unknown, conduct Envirostor search (DTSC website).

3. If the presence of hazardous materials is still unclear, solicit historical parcel data from Environmental Data Resources, Inc. (EDR) or equal provider. Contractor shall review and assess the report and provide recommendations to the User Agency as to next steps to be taken. Contractor shall be eligible for reimbursement of EDR (or equal) report, and its review, as identified in Exhibit B.1 – Rate Sheet.

4. If the results indicate the possibility of hazardous materials, the 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.

XIII. ROPE ACCESS PLAN PREPARATION AND TRAINING

1. The Rope Access Plan will be prepared for specific needs of specific properties. These operations typically require a unique plan for one or very few properties. If the plan for one property does not directly apply to another property, then a separate Rope Access Plan and required training may need to be prepared and implemented. It is unclear at this time the number of staff that will require such training. That will be determined on an as required basis, therefore for purposes of this MSA:

i. Up to ten (10) maximum employees will require training and gear.

ii. Contractor shall determine, as part of its Rope Access Plan, whether a rescue team is required by reviewing applicable OSHA and Cal/OSHA regulations. Contractor is expected to provide a rescue team if one is required by regulation. User Agency may assist in coordinating with local government for a rescue team if applicable.

iii. That two hundred fifty (250) foot ropes will be required.

2. Steep slopes may require the use of ropes and repel gear to assess and remove debris. If ropes are necessary for access, Contractor will submit a Rope Access Plan per Title 8, CCR, section 3270.1, Use of Rope Access Equipment. 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:

i. Methods of rope access and anchorage used by the employer;
ii. Employee selection criteria;
iii. Equipment selection and inspection criteria;
iv. Roles and responsibilities of rope access team members;
v. Communication systems;
vi. Employee training program;
vii. Rescue and emergency protocol;
viii. Identification of any unique site hazards that may affect the safety of employees using rope access methods;
ix. Prevention of rolling debris;
x. 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 will be paid at the rate identified in Exhibit B.1 – Rate Sheet.

b) ASBESTOS ASSESSMENTS AND ABATEMENT

I. Contractor shall coordinate with the OSC and PSC in obtaining National Emission Standards for Hazardous Pollutants (NESHAPs) authorization from delegated regional air quality management districts, or the California Air Resources Board (ARB), whichever applies, to prepare, submit, and gain agency permit approval prior to knocking down any chimneys or walls. As part of the permit application, Contractor shall develop a submittal protocol for reporting properties requiring knocking down chimneys and/or partial walls.

II. Contractor's Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) shall conduct surveys to identify, sample, and analyze results for suspected gross asbestos containing materials, including concrete foundations and mortar. Asbestos sample analysis shall be completed within seven (7) working days unless otherwise specified or approved by User Agency. If necessary, the DDHTR contractor will be directed by the IMT to knock down Chimneys and/or partial walls for Contractor's CAC/CSST to safely assess and sample all of the ash and debris footprints for asbestos containing materials.

III. Contractor shall notify the air agency, a minimum of 1 week prior to DDHTR contractor knocking down chimneys or partial walls as part of NESHAP notification, or as directed by the User Agency.

IV. Contractor shall monitor and confirm the DDHTR contractor's removal of Asbestos Containing Materials (ACM) for those properties where asbestos is found or suspected, as identified by Contractor's CAC/CSST.

V. Contractor shall document CAC clearance of abated parcels.

c) ENVIRONMENTAL ASSESSMENTS

I. Contractor, through its Environmental Unit Manager/Senior Environmental Specialist or designee, shall confirm that the DDHTR contractor is properly installing the

required environmental BMPs and AMMs, as well as removing BMPs and AMMs if required. If not, Contractor shall immediately instruct the DDHTR contractor to do so.

II. Contractor's Environmental Unit Leader shall notify the Environmental Unit Manager/Senior Environmental Specialist, the OSC, and the PSC if there are any unforeseen issues or concerns that the DDHTR contractor is not following the EPP as required.

III. Throughout the whole debris removal Operation, Contractor, utilizing US Fish and Wildlife Service (USFWS) Qualified Biologists shall assess, monitor, and document identified endangered species, nesting birds (during season), water quality permits, and stormwater. Contractor shall report daily and prepare summary reports prior to each IMT planning meeting.

IV. All EHP data and documentation shall be uploaded to the DDHTR contractor database for planning section review within twenty-four (24) hours of work.

d) HISTORICAL PRESERVATION ASSESSMENTS

I. Contractor shall provide monthly (or as otherwise specified) status reports to the User Agency containing actions completed for the preceding month, actions projected for the coming month, and any issues that must be addressed regarding Tribal Monitoring activities.

II. Contractor shall develop contract(s) with the Tribe(s) to conduct Tribal Monitoring. Upon approval of the User Agency, Contractor shall enter into contract(s) with Tribe(s) to implement Tribal Monitoring Program(s), consistent with applicable law.

2) DEBRIS REMOVAL PHASES

a) PREPARATION FOR DEBRIS REMOVAL

After an APN's pre-operation assessments have been completed, the APN has been listed on the debris crew planning runway and listed on the IAP as needing property owner notification, Contractor shall initiate contact with property owners twenty-four to forty-eight (24-48) hours by phone and e-mail prior to planned commencement of debris removal or as otherwise specified by the User Agency. Contractor shall notify the property owners of the estimated commencement of debris removal. This notification shall be documented and placed on the tracking system.

b) MONITORING

During debris removal, Contractor shall monitor the DDHTR contractor's activities, including:

I. AIR MONITORING

1. Once debris removal commences, Contractor shall conduct ongoing air monitoring in the community and at selected debris removal properties, as outlined in the OSC-approved Air Monitoring Plan.

2. Contractor shall conduct debris removal property air monitoring on approximately 1/3 of the properties that are actively having debris removed on a daily basis.

3. Community and debris removal property air sampling shall take place during debris removal Operational hours only.

4. Contractor shall provide all air monitoring equipment to be used for community air monitoring per the requirements in Exhibit A.1 – Special Provisions.
5. Contractor's standard air monitoring stations shall perform real-time monitoring of airborne fine particulate matter concentrations (particulates with an aerodynamic diameter of 2.5 µm, PM2.5) and air sampling for CAM-17 metals, excluding mercury and beryllium.
6. Contractor shall perform particulate monitoring and metals sampling at community locations during working hours for the duration of the Operation, or until such time the OSC determines that air monitoring may cease.
7. Contractor shall direct laboratory to run advance air sample analysis, including asbestos (NIOSH Method 7400 and NIOSH Method 7402), mercury, silica, and hexavalent chromium in air samples, as directed by the User Agency.
8. Air monitoring equipment will be paid at a daily rate as identified in Exhibit B.1 – Rate Sheet, that includes all items required for the complete placement, maintenance, repair, operation of the air monitoring equipment. The daily rate is to include the rental of the equipment, generator, all laboratory costs, and fuel. These laboratory costs include PM10 and PM2.5 and CAM 17 heavy metals analyses (minus Mercury and Silica) on air monitoring sample particulates, if the particulate level warrants the analyses.

II. TRIBAL MONITORING

Contractor shall:

1. In cooperation with the Tribes that will be a part of this operation, develop and present a tribal/cultural sensitivity training to all the Contractor's Operations staff, User Agency's staff, DDHTR contractor's staff, and other field support staff participating in this Operation.
2. Draft scope of work for mitigation, avoidance, and minimization treatment measures to protect cultural and historical artifacts, which may include Tribal Monitoring work, with the approval of the User Agency.
3. Coordinate with Tribe(s), under contract, to conduct daily Tribal Monitoring activities in accordance with the Incident Action Plan (IAP), to be issued twice a week or as specified by the User Agency. Provide logistical and programmatic support for the User Agency's government-to-government consultations with federally and non-federally recognized Tribe(s). Consultations with individual Tribe(s) may be required as part of the government-to-government consultation process.
4. If requested by the User Agency, Contractor shall coordinate a kickoff meeting via phone or in-person to discuss Tribal Monitoring compliance requirements. If an in-person meeting is required, the User Agency will determine the location. The User Agency will identify the parties or individuals that need to be included in the kickoff meeting. The parties or individuals may include the Tribe(s), the California Governor's Office of Emergency Services (Cal OES), FEMA, the User Agency and other parties as specified by the User Agency.
5. Provide bi-weekly or as specified by the User Agency, monitoring summary reports to ensure Tribal Monitoring requirements are fulfilled.
6. Review Tribe's daily Activity Log (ICS 214) form or approved User Agency form that documents the properties monitored and hours worked that day.

7. Direct each Tribe to prepare a draft monitoring post-implementation summary report to be reviewed and finalized by the Lead Archeologist. Each Tribe's report shall supplement the Contractor's Monitoring Summary Report.
8. Contractor shall prepare a Monitoring Post Implementation Summary Report to be submitted to the User Agency as a supplemental document to the State Historic Preservation Officer at the conclusion of the Operations. The monitoring report shall include:
i. Summary of monitoring activities performed in the field.
ii. Summary of observed impacts to sites of cultural or religious significance to Tribe(s).
iii. Summary of mitigation, avoidance, minimization treatment measures applied.
iv. Summary of protocols followed during field Operations.
9. Document agreed-upon labor rates (established through government-to-government consultations outside of the MSA) and other Tribal subcontract terms with each Tribe that will be participating as Tribal Monitors in the Operational area.
10. Contractor shall not offer Tribal Monitoring Services under this MSA for User Agencies unable to accept the compensation model as described in Exhibit B.1 – Rate Sheet. User Agencies reserve the right to contract directly with Tribes for Tribal Monitoring services at any time during the term of MSA.

III. DEBRIS REMOVAL MONITORING

Contractor, through its TFLs, shall monitor debris removal in accordance with Exhibit A.1 – Special Provisions, and as follows:
1. For each APN at which the TFL is providing monitoring services, the TFL shall have all documentation collected for the APN (including ROE, Site Assessment, other homeowner requests etc.) as hard copies or downloaded pdfs on a tablet or phone that are readable and usable.
2. Along with the TFL and DDHTR contractor's Crew Lead, the TFL shall review the property owner's ROE comments and requests, verify the extent of the property, review the SA Report, and point out locations of items to protect or stay away from (e.g., septic tanks, leach fields, water wells, drop offs, etc.) or that the property owner chooses to keep.
3. Conduct a comprehensive site walk of the full work area ("360 Degree Site Walk") with the those present for the document review in "b" above. Confirm that DDHTR contractor's Crew Lead is aware of all marked septic systems and leach fields, is aware and will comply with requests from the Property Owner, and all other relevant details prior to commencing Operations.
4. The TFL shall also indicate to the DDHTR contractor any existing erosion control BMPs, such as wattles or compost socks and sediment collected to be removed with ash and debris loads, as they are presumed to have captured fire debris runoff from the structural debris footprint.
5. The TFL shall determine with the DDHTR contractor Crew Lead how the site debris will be cleared, order of debris piles, and where the operator intends to load the trucks. They will also agree upon the location(s) of the Exclusion Zone(s). The DDHTR contractor will be responsible for staking and taping off these areas.
6. The TFL shall document every truck that enters and exits the APN with a load of debris materials, note the type of debris (i.e., danger trees, ash and debris, metals,

vehicles, concrete, contaminated soil, etc.), the truck identification number, and the time that the truck leaves for the disposal site or end use facility.

7. Contractor shall document any vehicle that is removed from an APN, whether taken directly to an end use facility or to an independent location set up by the DDHTR contractor specifically for the State or Local Government to safely verify VINs for vehicles included in the Operation.

8. Contractor shall provide TFLs to track vehicles taken to and from this VIN identification processing facility in "7." above.

9. Contractor shall check that the DDHTR contractor has removed approximately six (6) inches of soil from below each and every debris pile on the property.

10. Contractor shall verify that the DDHTR contractor crew has removed any previously placed stormwater BMPs, whether placed by the DDHTR contractor or others, and any structural debris sediment trapped upstream of them.

11. Once the DDHTR contractor Crew Lead has indicated that the debris has been sufficiently removed from the APN, the Contractor TFL shall alert the Contractor's Division Supervisor (DS) and the User Agency's OSC or designee with at least two (2) hours or more of lead time that they may be needed for an intermediate site walk.

12. The TFL, together with the DDHTR contractor's crew laborers, shall conduct a site walk to make sure there are no remaining nails, glass shards, or other debris remaining within the former structural debris ash footprint. Contractor shall confirm that, visually, all debris has been removed from the site and is ready for confirmation soil sampling.

13. If applicable, Contractor shall verify that the DDHTR contractor has identified any on-site trip and fall hazards and marked them with a brightly covered spray paint, impalement hazards are capped or cut to grade, and that temporary hazard fencing is installed around any fall hazards or holes.

14. The Contractor's DS (or designee) and the User Agency OSC (or designee) shall 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 be directed to mobilize to the next assigned site on the PSC's runway.

15. Contractor shall provide TFLs at all of the DDHTR contractor's designated disposal sites and end use/recycling facilities to document DDHTR contractor trucks by scanning their bar-codes. Contractor shall document arrival times, weights or load volumes, and, if possible, the time each truck leaves the facility.

16. TFLs shall issue a ticket for each DDHTR contractor's truck entering one of these facilities.

17. DAMAGE CLAIMS

i. The TFL shall document any property damage occurring during the Operation, whether witnessed by the TFL or brought to the TFLs attention. Documentation shall include a written description of what happened, a description of the damage, who was present, date and time, witnesses (and contact information), photographs of the damage, and any other relevant information. This includes any damage, whether accidental, negligent, or intentional, including, but not limited to, damage to environmental BMPs, private property (whether in or out of the Program), roadways, or bridges, that has occurred on-site or due to the DDHTR contractor's Operations or other source. Any such damages shall be reported to the Contractor's DS and to the User Agency, following the

User Agency's damage claim protocols. The User Agency may direct that specific forms, such as Incident Report Forms, are utilized for the completion of this task.

ii. After User Agency and IMT review of the documentation, the User Agency and 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 and/or the Contractor may be liable to repair such damages as directed by the IMT.

c) SOIL SAMPLING AND RESCRAPES

Upon satisfactory completion and approval of the Interim Site Walk inspection by the User Agency OSC, Contractor shall perform soil sampling at each property. Contractor shall:

I. Sample and analyze soil, as described in the User Agency-approved Contractor Soil Sampling Plan.

II. Samples must be collected within five (5) working days of the DDHTR contractor completion debris removal, unless otherwise directed or approved by the User Agency.

III. Compare soil results to cleanup goals, developed in the Soil Sampling Plan. Contractor must ensure the laboratory turnaround time for soil confirmation samples does not exceed seven (7) working days from time of sample collection, unless otherwise directed or approved by the User Agency.

IV. If results exceed cleanup goals, another layer of soil will be removed from the specific area that exceeded these goals (by the DDHTR contractor, while monitored by a Contractor TFL), as directed by the OSC or designee. The decision unit(s) (DUs) will then be re-sampled under the direction of the User Agency.

V. If the User Agency determines that there is an indication of higher background concentrations of local metals, the Contractor shall collect soil borings outside of the debris footprint but in proximity to the DUs in question, at the direction and discretion of the User Agency.

VI. If the User Agency determines that contamination on the property results from a source other than the structural fire, the property may be returned to the User Agency without meeting the Operational Cleanup Goals, at the discretion of the User Agency.

VII. Once the samples pass the cleanup goals or site-specific goals, at the direction of the User Agency, Contractor shall document that the APN is ready for the DDHTR contractor to place erosion control.

VIII. As necessary, when determined by the Contractor and approved by the User Agency, the Contractor shall provide and operate X-Ray Fluorescence (XRF) and or soil boring equipment to assist in assessing if the property has been sufficiently cleaned, prior to sending samples to the laboratory. Contractor shall be eligible for reimbursement as identified in Exhibit B.1 – Rate Sheet.

d) EROSION CONTROL

I. Contractor shall notify the DDHTR contractor within twenty-four (24) hours when APNs are approved for erosion control to be implemented.

II. Contractor's Water Quality Environmental Unit Leader will direct the TFLs to oversee and inspect, direct, and document the DDHTR contractor's erosion control crew during erosion control installation on each APN.

e) FINAL SITE WALK

I. Contractor shall prepare a final site walk checklist/report for the User Agency to review and use for conducting final sign-off inspections and reporting.
II. Following placement of erosion control, the User Agency or designees will conduct final site walks of each APN. The site walk will consist of a review of the ROE, SA Report, debris removal information, and other relevant information, and a site visit to verify all work has been completed to the specifications outlined in this User Agreement and Exhibit A.1 – Special Provisions.
III. If the User Agency is not satisfied that the APN is ready to return to the property owner, Contractor shall notify the DDHTR contractor of the deficiencies.
IV. Once the deficiencies are addressed by the DDHTR contractor (under the monitoring of a Contractor TFL), Contractor shall notify the User Agency that a subsequent site walk can be conducted.
V. Upon conclusion of a satisfactory site walk, the User Agency will note any significant findings and provide a signature. Contractor shall then submit each final sign-off report to the User Agency for the User Agency's representative's signature.
VI. Should User Agency determine that the cleanup is not complete, the Contractor shall notify the DDHTR contractor and provide supporting documentation of findings and further direction within twenty-four (24) hours of completed site walk.
VII. Contractor shall place a copy of the fully executed document in the Operation's document files.

f) SPECIAL CONSIDERATIONS
I. COMMERCIAL, INDUSTRIAL, PUBLIC, OR OTHER PARCEL TYPE ASSESSMENTS
If commercial properties are added to the Program, Contractor shall provide the following services for each commercial property:
1. 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.
2. 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.
3. If the presence of hazardous materials is still unclear, Contractor shall conduct a commercial property ESA prior to conducting an individual parcel SA by soliciting historical parcel data from EDR.
4. 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. Contractor should be prepared to provide all services described herein on commercial, industrial, public, or other properties where materials have been designated as hazardous waste. Contractor shall provide all appropriate monitoring and screening services, PPE, laboratory analysis necessary to complete debris removal operations on sites where materials have been designated as hazardous waste in full compliance with all applicable laws and regulations. The analysis shall include:
i. CAM 17 Metals
ii. Mercury
iii. DRO/MRO (diesel and motor oil range organics)

iv. GRO (gasoline range organics)
v. EPA Method 8260D (SW-846)
vi. SVOCs
vii. PCBs
viii. Pesticides
ix. Herbicides
x. Dioxins (as necessary)
xi. TCLP/WET (as necessary)

II. ABATEMENTS

Contractor shall provide assessment and monitoring for properties entering the Program through a local abatement process. Abatement properties will require the same set of tasks as required for properties for which ROEs have been submitted, under substantially shorter timeframes. The process, including SAs, AAs and removal, debris removal, soil sampling and analysis, and erosion control placement may be required to be conducted within two (2) weeks. Contractor shall expedite all aspects of the operation, as directed by the User Agency, to complete the property in the timeframe reflected on the abatement warrant.

III. CHANGE ORDERS

No change orders outside the scope of services in the MSA will be allowed.

D. HAZARD TREE REMOVAL FUNCTIONS

The Hazard Tree Removal Functions shall be conducted when there is no ash and debris in the area within which trees could be felled. The Hazard Tree Removal Functions are likely to follow the Disaster Debris Removal functions in most circumstances. The debris removal crews, and hazard tree removal crews should not impede each other's efficient Operations.

Contractor shall provide IMT staff and equipment required to support the IMT in implementing Exhibit A.1 – Special Provisions, at the discretion of the User Agency, as follows:

1) INITIAL HAZARD TREE REMOVAL OPERATION TRAINING

Contractor shall develop a training program for operation specific requirements. Contractor shall certify that all Contractor RPFs and Arborists are trained to identify eligible hazard trees for the Operation, prior to being sent out for any field work.

In support of Operational specific activities identified in the field, Contractor shall provide additional services, which may include, but are not limited to, providing a trainer and training for Arborist TRAQ Certification.

2) HAZARD TREE ASSESSMENTS

Contractor shall perform hazard tree assessment on individual properties and county road right-of-way segments. The following tasks may be completed concurrently with Disaster Debris Removal SA tasks. However, hazard tree assessments shall be conducted to not interfere with the DDHTR contractors. Contractor's Arborists, if not HAZWOPER trained, cannot access hazard trees through debris fields.

a) Contractor's RPFs and Arborists shall delineate those trees that are determined to be hazard trees and mark those hazard trees in a manner directed by the User Agency on each property or segment of ROW.

b) Under no circumstances shall Contractor mark a tree for removal that does not meet the User Agency's definition of hazard tree unless otherwise directed and approved by the User Agency. Contractor shall be responsible for any fines or penalties incurred by the User Agency for removal of improperly marked trees, in addition to any other remedy pursuant to this User Agreement.

c) At least one Contractor TFL shall be paired with each Contractor Arborist on each property. Together, they will be called a Strike Team.

d) As part of the Strike Team, the Contractor TFL shall:
I. Review the ROE and/or ROW documentation for the property before any DDHTR contractor staff enter the property. The TFL shall communicate any hazards, unusual conditions, or other relevant information reported on the ROE/ROW to any other staff entering the property.
II. Confirm that each property, upon arrival, has an address sign installed.
III. If no address sign is installed, the TFL will install such a sign prior to proceeding onto the property.
IV. Observe any overhead utilities and record in the TFL's documentation. This documentation shall be included in the database pursuant to GIS Management Services, Section 5.B.11 above, with all other property specific information.
V. Identify and document other property-specific hazards (e.g., animals, swimming pools, steep hillsides, large vehicles).

e) 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.
I. Data collected shall include:
1. Unique identification numbers for all trees.
2. The number of trees (on the parcel or county road segment) on a SA map.
3. Each tree's species (as determined by the Arborist).
4. Tree height.
5. Tree diameter (at 4.5 feet above ground level).
6. The relative height of the tree measured by hypsometer or measuring tape and a clinometer or equal industry standard method.
7. Tree GPS coordinates.
8. Distance of tree to eligible target measured by hypsometer or measuring tape.
9. Photographs of each tree before removal showing all of the following unless directed and approved by the User Agency:
i. The unique identification number on the tree trunk prior to felling.
ii. The diameter on the measuring tape.

iii. 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).
iv. The threatened public improved property or right of way from the perspective of the hazard tree.
II. Contractor shall place all data and photographs collected (including the map prepared in "f" 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 above). 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.
III. Contractor shall mark each hazard tree in accordance with the specifications provided below, unless otherwise directed by the User Agency:
1. Three blue dots shall be painted with marking paint on the bole of tree at breast height, in a manner such that the dots will be visible from multiple angles.
2. A metal tag or abrasion resistant hard plastic 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 (6) inches from the ground). The tag should be circled with blue marking paint to ensure it is noticeable.
The Contractor may propose alternative marking specifications if the alternative marking specifications will provide significant efficiencies.

f) 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, Contractor shall utilize Licensed Land Surveyor(s) (with all required survey equipment) as part of a two (2) person survey team(s) to delineate hazard tree locations with respect to property lines.

g) 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.

h) Unless otherwise specified by the User Agency, Arborists shall maintain a production rate of fifty (50) hazard tree assessments per Arborist per workday. Contractor shall maintain this production rate unless otherwise approved and directed by the User Agency.

3) MONITORING AND OVERSIGHT OF FELLING AND REMOVAL OF HAZARD TREES

a) The TFL shall document in the GIS data management system all hazard trees felled, to include the following items:
I. Photograph of 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.
II. Photograph of the stump after felling showing the identification number on the remaining stump.

III. Date of felling.
IV. Truck number on which each tree was placed and transported to the log storage and processing yard or end use facility.
V. Other documentation as specified by User Agency and IMT.
VI. All Data collected on each felled tree, and listed above, must be uploaded to the Contractor's database and accessible by the User Agency and the IMT within twenty-four (24) hours of the day the tree was felled.
VII. To ensure efficient hazard tree removal operations, Contractor's data collection system must allow TFLs to scan barcodes affixed to hazard trees when collecting data prior to or after hazard tree felling/removal. Processes that rely on manual entry are not permitted.

b) Contractor shall also document the removal of any incidental tree (a non-hazard tree that must be removed to safely fell and remove a marked hazard tree) as approved by the User Agency, including identification of personnel responsible for the approval.

c) Once the marked trees are felled, limbs and tops processed as necessary, and either chipped and left for erosion control or otherwise removed from each property, the TFL shall document, and ensure tree stumps are marked with the same unique identification number (prior to felling), take a photo of the stump, with the UIN visible and record the GPS coordinates of the stump location. This information shall be logged into the Contractor database, undergo a thorough quality control check, and be accessible by the IMT by the next day.

d) Contractor shall inspect each DDHTR contractor truck supporting work on each property or segment of ROW to ensure that each has a safety check placard, issued by the Contractor's DOT commercial truck inspector teams.

e) Contractor shall monitor the tree removal crew's activities for compliance with any health and safety or environmental controls and/or activities (i.e., controlling dust, traffic control, water run-off of burn ash, etc.) which should be addressed during the hazard tree felling, processing, removal, and transport Operations. Upon determination of a safety or environmental violation, the Contractor shall direct crew to stop work immediately and report to the User Agency. If hazard tree removal Operations are being conducted prior to structural debris removal or the completion of the soil confirmation process, Contractor will advise the DDHTR contractor's hazard tree removal personnel and equipment on how to avoid disturbance to structural debris footprints. The Contractor will report any disturbance to structural debris removal footprints to the OSC.

f) Contractor shall monitor and advise the DDHTR contractor about minimizing the release of dust and sawdust from their work Contractor shall verify installed, on-property storm water BMPs, such as chipped slash, wattles, erosion control mats (for steeper slopes), and compost socks installed to prevent off-site migration of waste into municipal drainage system inlets or nearby waterways. If there are any existing stormwater BMPs (such as wattles, compost socks, hay bales, erosion control matting or other such BMP) on the property, ensure that they are not disturbed by the Tree Removal Operation.

g) After tree felling and removal, Contractor shall document and ensure the DDHTR contractor's installation of new stormwater BMPs necessary to meet Operational permits enforced by California Department of Forestry and Fire Protection (CAL FIRE) and operationally required BMPs to minimize both soil erosion and generated sawdust from being carried down to local waterways and streambeds.

h) Contractor shall confirm that environmental and/or archaeological BMPs or AMMs required are in place and noted to the DDHTR contractor prior to commencing Tree Removal Operations. The DDHTR contractor will not be allowed to work on any property that is not appropriately protected per the Operational permits enforced by CAL FIRE. If the necessary measures are not in place, the Contractor shall direct the crew to stop work immediately and report to the OSC.

i) Contractor shall complete and submit daily activity logs per property documenting Contractor and DDHTR contractor field labor staff and hours, equipment used, trucks that hauled materials from the property, and log storage and processing yards or timber end use locations.

j) Contractor shall inspect traffic control devices and procedures for compliance with the operation-specific traffic control plan.

k) Contractor shall obtain site completion approval from OSC once all designated hazard trees have been removed from the property to allow for a final walk through by the OSC or designee.

4) MONITORING AND OVERSIGHT RELATING TO HAULING, PROCESSING, AND END USE OF HAZARD TREES

Contractor shall perform the following monitoring and oversight tasks related to the hauling, processing, and end use of hazard trees:

a) Document instances where the User Agency has directed DDHTR contractor to leave felled trees in place.

b) Track each truck and weigh-in the tonnage of vegetative debris entering and leaving the log storage and processing yards.

c) Track each truck and weigh-in the tonnage of vegetative debris entering end use facilities.

d) Track each tree log that is brought to an end use facility.

e) Photograph each truck, including identifying information and load contents, delivering vegetative debris and/or wood materials to each end use facility.

f) Verify and document: 1) source of wood materials (i.e., ROWs or private properties) that are in the truck payloads, 2) quantity of materials delivered by each truck, 3) safety and inspection stickers on the transportation trucks.

g) Weigh and document truck weights or trucks taken from the tree removal locations directly to end use facilities with temporary scales provided by the DDHTR contractor.

E. OVERALL PROJECT-WIDE DATA MANAGEMENT REQUIREMENTS

Contractor shall provide and perform the following information and data management services and tasks in support of User Agency planning, environmental, and Operational needs:

1) GIS SERVICES

a) GIS and Data Management: Manage all Disaster Debris Operations data and Hazard Tree Removal Operations data, including all project related data requirements as specified by the IMT, with software approved by the User Agency.

b) Conduct and maintain an inventory of User Agency-provided surveys, dashboards, groups, and GIS layers.

c) Enter and track all parcels enrolled in the User Agency's debris removal program. Update enrolled parcels that either withdraw or are deemed ineligible.

d) Reconcile County eligible parcel data with the User Agency parcel layer.

e) ROW Map Segments: Provide dynamic area maps in a standardized, geographically based, GIS-produced system.

f) Develop a ROW map segment system, breaking eligible ROWs into discrete static segments, as necessary.

g) Update parcel status after the completion of each disaster debris or, hazard tree removal step or function, from initial SA to final sign off.

h) Conduct and maintain an inventory of User Agency and other agency incident provided surveys, dashboards, groups, and GIS layers.

i) Manage data access to ensure User Agency, Contractor, DDHTR contractor, and Tribal staff have proper access.

j) Ensure Automated Data Monitoring System (ADMS) software and platforms integrate Operational, planning, and environmental needs information directly with data management system(s) as specified by the User Agency, such that the data recorded through ADMS software integrates with the Contractor's GIS database (e.g., trees plotted according to their coordinates, with all recorded information and photos included).

Contractor's GIS responsibilities include the support, management and maintenance of other Agency databases as directed by the User Agency (e.g., Cal OES, DTSC, or other). If required, Contractor shall prepare a GIS transition plan.

k) Investigate and highlight discrepancies between various agency datasets, including GIS errors and APN discrepancies, to allow reconciliation of datasets.

l) If necessary, repair coding scripts in data management system(s), as specified by the User Agency.

m) Update, maintain, and provide developed data, web maps, applications, and dashboards.

n) Assess and repair scripting routines developed by User Agency and other agencies, related to the User Agency data management system(s) data access.

o) Connect the User Agency's data management system(s) to the Contractor's ADMS, allowing for real time updating of the User Agency's data management system(s) and any Public Facing Map (PFM).

p) Manually update the PFM, as requested by User Agency.

q) Automate PFM updates and the Incident Action Plan (IAP) and Schedulers for crew dispatching and property scheduling. This may require the development of Microsoft Structured Query Language (SQL) Server Integration Services (SSIS) routines or other specified software by User Agency, which will take information from the User Agency and Private Program ROE Trackers and populate a database linked to the parcel data powering the PFM.

r) Develop individual property maps for viewing by field staff to assist in locating property boundaries during assessments and tree removal to ensure the accurate marking of eligible hazard trees on a property. This includes functionality to download maps for offline use in areas of poor cell reception.

s) Create collector maps, as requested by the User Agency, for the field staff.

t) Complete requests from User Agency for data and application updates.

u) Update datasets and maps of eligible roads, as applicable to the Operation.

v) Incorporate information related to road closures and related detours as notified by other agencies (e.g., a public works department, public safety officials, or utility companies).

w) Develop automated workflow to share deliverables with the User Agency using SharePoint, Box, or similar platform.

x) Provide for an electronic Final Sign Off (FSO) survey form and tablets (to download the form) for use by the User Agency. FSO Surveys shall include the ability to generate reports, including documentation to be determined by the IMT. Contractor shall provide up to fifteen (15) tablets to conduct final sign-offs (FSOs).

y) Provide a system for intaking, tracking, and addressing damage claim forms from TFLs, property owners, or other Operations staff. Provide for electronic tracking and sharing of damage claim information.

z) Perform frequent and thorough quality control reviews, as determined by the User Agency, on the User Agency-approved ROW data and attach available photographs.

aa) Ensure that personnel are identified for data review and correction. All data shall be continuously reviewed, and quality checked and updated in a timely manner when discrepancies are identified.

bb) Publish all data within twenty-four (24) hours of daily completed work. This includes, but is not limited to, data that populates the PFM, scheduling systems, and invoice documents.

2) PROJECT COMPLETION DOCUMENTATION

a) Prepare Final Site Reports for each property and segment of ROW, summarizing all work performed, including pre-debris removal, pre-tree removal, post-debris, and post-tree removal conditions as well as work performed during debris and tree removal. Documentation shall include, but is not limited to, the initial and final assessments, a copy of the ROE form, a summary of the quantities of materials removed from the property, the type of erosion control BMPs conducted on the property, and an indication of any unique or unexpected circumstances that occurred during the Disaster Debris and Hazard Tree Removal Operations, or any other documentation determined to be needed by the IMT. Each report shall include photos from throughout the Operation including both pre- and post-Operations for both functions. The Final Site Report format and content is subject to User Agency approval.

b) Conduct an after-action meeting summarizing the Operation with User Agency and other consultants, contractors, and stakeholders to evaluate the overall operation and recommend improvement to the means and methods of the operation. The after-action meeting shall address key findings and recommendations made in a summary report including a review of the monthly budget status reports. The summary report will include an improvement plan for User Agency to track improvement action items. The final report shall include an evaluation of BMPs instituted for this operation. The report shall include a comparison to historical similar or comparable Operations to recommend to the User Agency enhancements to the effectiveness and efficiencies of their emergency recovery Operations. Contractor shall also be available to meet, answer questions, and provide records requested by third party auditors.

c) Provide cost summary information as part of the close out process. Such information is required prior to release of payment withholding as specified in the User Agreement. Refer to the ICS 214 and Cost Summary Template for a sample format (https://training.fema.gov/emiweb/is/icsresource/assets/ics%20forms/ics%20form%2021 4,%20activity%20log%20(v3.1).pdf and https://www.dgs.ca.gov/-/media/76FBB4E3C57046118B8FE8E05791E1CB.ashx). Contractor shall provide electronic versions in the format specified by the User Agency.

d) Incorporate User Agency edits to the final report and provide the final version electronically in the format specified by the User Agency.

3) SUPPORTING DOCUMENTATION

Collect, develop, draft, edit, circulate for signatory authorization, manage, organize, maintain, and store all User Agency DDHTR contractor contracts, invoices, reports (including if applicable, Tribal reports that include collecting, organizing, and maintaining accurate records of Tribal Monitoring activities documented during the operation), and other pertinent documentation, which may be required by applicable State or Federal requirements in support of operation expense reimbursement (Project Documentation). Examples of Project Documentation include, but are not limited to, work orders, change orders, Activity Log (ICS 214) form, invoices and related supporting information, operation reports, damage claims, electronic mail, meeting minutes, project descriptions, data, photographs, videos, road surveys, tickets, and all other media documenting contract-related decisions. Contractor may also be required to similarly collect and manage ICS 214 forms generated by the User Agency and other agencies and/or contractors. All documentation must be finalized and submitted within two (2) months of receiving the final invoice from the DDHTR contractor, unless otherwise specified by the User Agency.

4) DOCUMENT RETENTION AND CONTROL

Establish, organize, maintain, and provide, according to applicable State or Federal law, an information management system for ultimate use and ownership by User Agency to manage and maintain all Project Documents and data between the DDHTR contractor, the Tribe(s), the User Agency and other designated State Agency (if any), for User Agency's record.

5) COST VALIDATION

Provide validation and verification of all costs claimed on all invoices submitted to User Agency by the DDHTR contractor and Tribe(s). Cost validation shall include establishing a cost tracking management database for ownership and use by User Agency which compares and reconciles invoice amounts against the supporting field tickets issued by the Contractor, the DDHTR contractor, and other supporting documentation. Also validate and verify the Tribal Monitor time invoiced versus reported on the Activity Log (ICS 214) forms and other supporting documentation. Provide priority review to all Tribal Monitoring costs, if applicable. Specifically, within ten (10) business days of receipt, or as specified in the User Agreement, of each Tribal Monitoring invoice, the Contractor shall complete its review of the Tribal Monitoring invoice and issue a Payment

Recommendation Report, or in case of a discrepancy, shall provide written notice of dispute to the User Agency. Upon approval by User Agency, Contractor shall provide timely payment to Tribe(s) in accordance with Exhibit B – Payment and Budget Provisions, Section C. Tribal Monitoring.

6) BUDGET TRACKING AND REPORTING

Collect, manage and track invoice payment amounts, payments made by the State Controller's Office, work order numbers, amendments, retention amounts, projected remaining budget amounts, other relevant invoice information, and maintain all invoice documentation, cost tracking, budget analyses, and budget projections. Contractor shall provide the following items:

a) Daily Dispatch Reports for the Contractor, at a minimum shall include a tally of predicted staff deployment and other resources or metrics, as directed by the IMT. The Daily Dispatch shall be provided to the IMT by 6:00 p.m. PT, or as specified in the User Agreement, on the day prior to the date of expected work.

b) Daily Budget Status Reports for the Contractor, the DDHTR contractors, and any Tribe(s). The daily budget status reports shall include tallies (including debris stream tonnages), costs, projections, invoice progress reports, and evaluation of integrity controls and recommendations for each respective contractor and Tribe(s).

c) Monthly Budget Project Completion Status Reports, due at the first of each month, or as specified in the User Agreement, shall summarize the previous months' daily budget status reports and make budget projections through the end of the DDHTR contractor contract term, including a projection of project completion status.

d) Create on-demand budget reports based upon data collected by the Contractor as specified by the User Agency or designee(s).

7) DOCUMENTATION DELIVERABLES

Contractor shall provide consistent and detailed supporting documentation on all expenditure requests. This includes, but is not limited to, detailed cost allocations, ensuring timely vendor job status updates, and accurate invoice submissions. Contractor shall use and accurately complete User Agency's accounting forms. All documentation must be finalized and submitted within two (2) months of receiving the final invoice from the DDHTR contractor, unless otherwise specified by the User Agency.

8) INTEGRITY CONTROLS

Develop and implement recommended integrity controls including fraud prevention and detection measures and protocols and identification of potential conflicts of interests, as directed by the User Agency.

9) ADMINISTRATIVE RECORD

Compile, organize, maintain, and provide a complete administrative record of the Operation that shall be the ultimate property of the User Agency.

10) FINANCIAL REPORT

Prepare a financial report that includes total costs incurred in the Operation and information for each individual property within the counties served, by county, and segments of rights of way also separating those segments by counties served in a manner and level of detail acceptable to the User Agency. The acceptable level of detail in financial reports includes itemized expenses incurred, timeframe in which the work occurred, and related supporting documents, for each segment of the public ROW and private property (APN) separated by county (if applicable). The financial reports shall be organized in a manner readily usable to multiple audiences including, but not limited to public and private property owners, User Agency, Cal OES, FEMA (if applicable), and insurers for use in insurance cost reconciliation. A preliminary draft financial report shall be provided to the User Agency no later than two (2) months from receiving the notice to proceed or 1/3 of the way through the IMT anticipated field operation length (whichever comes first), or as specified in the User Agreement, for purposes of approving the report format and supporting level of supporting documentation. The draft financial report shall be provided to the User Agency within two (2) months of receipt of the final Contractor invoice, unless otherwise specified by the User Agency, for final review and comment. the final financial report shall be due within one (1) month of receiving User Agency comments on the draft, or as specified in the User Agreement, but no later than the end date of the User Agreement. Reports shall follow digital Americans with Disabilities Act (ADA) compliance standards to ensure accessibility, as specified by the User Agency.

2. STAFF MINIMUM REQUIREMENTS

Contractor shall provide staff to perform services meeting the minimum requirements for each position identified in this User Agreement. Contractor's failure to provide staff meeting the minimum requirements shall be cause for termination of a position, the User Agreement, and/or the MSA.

Contractor's staff shall perform the tasks required to provide services to the User Agency's satisfaction under the terms and conditions of this User Agreement consistent with required experience, certification, license, and/or education required herein. For the education requirements, an accredited institution shall mean a federally recognized accrediting institution recognized by the U.S. Department of Education, Office of Postsecondary Education (OPE). A degree that is equivalent or higher shall mean a degree awarded by an accredited institution commensurate with the appropriate number of years for the degree specified (i.e., bachelor's degree shall mean a four (4) year degree and master's degree shall mean five (5) years or more of post-secondary education, etc.). Contractor shall render services as stated and as required by applicable law. Staff shall perform services in accordance with Federal, State laws and regulations, and the User Agency policies and procedures. Staff shall at all times comply with safety precautions and maintain User Agency security measures to ensure a safe work environment.

User Agency shall have the discretion to require, at User Agency specification and direction, additional levels of experience for the positions listed below. User Agencies may require resumes, and additional experience, training and/or certifications. The User Agency reserves the right to reject any recommended staff at any time. The Contractor

must provide replacement staff within seventy-two (72) hours or as specified by the User Agency.

A. POSITIONS

The following are User Agency's requirements for the specific roles and responsibilities of Contractor's staff in the performance of this User Agreement. All staff conducting work in and around the Debris Removal and Hazard Tree Removal Operations shall be trained in industry and Operational specific safety training prior to commencing work. Contractor's staff will work collaboratively with the User Agency IMT to meet Operation objectives, facilitate effective field supervision, resolve issues as they arise, and ensure Operational efficiency. If required, Contractor shall integrate staff into the User Agency's overall operation management structure as directed by the User Agency.

All staff must be persons with training provided by Contactor that is applicable to their duties and satisfies the minimum qualifications set forth herein.

1) PROGRAM MANAGER

The Program Manager is responsible for overseeing the Operations of Contractor's staff deployed as part of the Contractor Incident Management Team. This position is dedicated to making sure that the Operation has sufficient staff, equipment and materials to complete the work defined by the User Agency's Incident Commander, Operations Section Chief, Planning Section Chief, Logistics Unit Leader, and the User Agency's Finance Section Chief/ Contract Manager (FSC or CM) Manager.

Experience

This position must have a minimum of five (5) years' experience in managing or overseeing one (1) or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations.

Must also have experience managing multi-disciplined professionals and overseeing debris and tree monitoring and removal contracts or other similar environmental remediation project.

And

Education

This position requires the possession of a bachelor's degree (equivalent or higher) from an accredited institution in a discipline such as construction management, environmental engineering, environmental science, project management, waste management, silviculture, forestry, arboriculture, or management.

2) INCIDENT COMMANDER

The Incident Commander (IC) shall be responsible for overseeing the on-site Contractor ICS staff and be full-time in the field.

Experience

This position must have a minimum of five (5) years' experience managing or overseeing one (1) or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations.
Must also have experience managing multi-disciplined professionals and overseeing debris and tree monitoring and removal contracts or other similar environmental remediation project.

And

Education
This position requires the possession of a bachelor's degree (equivalent or higher) from an accredited institution in a discipline such as construction management, environmental engineering, environmental science, project management, waste management, silviculture, forestry, arboriculture, or management.

3) HEALTH AND SAFETY OFFICER
The Health and Safety Officer shall prepare the Safe Work Plan that is reviewed and signed by a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH). The Health and Safety Officer shall be responsible for implementing a Safe Work Plan covering all Contractor Activities, listed in this SOW, for Contractor's staff and/or Contractor's Subcontractors, and User Agency staff at all the hazard tree removal and processing sites. The Health and Safety Officer shall coordinate with the other Safety Officers provided by the User Agency and the DDHTR contractor.
The Health and Safety Officer shall be a registered safety professional, CIH or CSP, and have appropriate experience to oversee and/or perform the tasks outlined in the Scope of Services in the User Agreement.

Experience
This position must have a minimum of two (2) years field experience with debris Operations, environmental remediation Operations or comparable experience to oversee and/or perform the tasks outlined in the Scope of Services.

And

Education
This position must be a registered safety professional (CIH or CSP).
In addition, the Health and Safety Officer must have a HAZWOPER Certification.

4) OPERATIONS SECTION CHIEF
The Operations Section Chief (OSC) will be responsible for developing and implementing strategy and tactics to accomplish the operation objectives by directing and/or supervising all aspects of the Disaster Debris and Hazard Tree Removal Operation, including assessments, monitoring, and removal Operations. The OSC will coordinate closely with the User Agency's OSC to support overall field Operations management. The OSC's duties include but are not limited to:

a) Direct management of all operation related Operational activities.

b) Support the IC, PSC, Branch Directors, Division Supervisors, and RPFs (in formulating and updating the Operational permits enforced by CAL FIRE).

c) Establish and direct all tactical objectives for each Operational period.

d) Organize, assign, and supervise all the field operation resources assigned to the operation.

e) Direct the Operations Team.

f) Record, maintain documentation, and track all damage claims submitted to the IMT, the counties, the Task Force Leaders, and Contractor's IMT.

Experience
This position must have a minimum of five (5) years' experience managing or overseeing one (1) or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations.

And

Education
This position must have current HAZWOPER Certification and fit testing as well as a HAZWOPER Certification for supervisors.

5) REGISTERED PROFESSIONAL FORESTER
The Registered Professional Foresters (RPFs) shall help the User Agency and the IMT manage the DDHTR contractor and Subcontractors to ensure the proper implementation of the California Forest Practice Rules for Operational permits enforced by CAL FIRE. The RPFs duties include but are not limited to:

a) Assist the hazard tree removal contractor's Licensed Timber Operator (LTO) in obtaining Timber Harvest Plans/ Conversion Exemptions (THPs/CEs) for each subarea.

b) Oversee the LTOs felling, removing, and processing marked hazard trees in such a manner as to protect any personal property and/or utilities in the process.

c) Train all Arborists as to how trees will be assessed as part of the specific Operations, for consistency of assessments.

d) Ensure all hazard tree assessments conducted by Arborists comply with the eligibility and assessment criteria outlined in this User Agreement and as provided by the IMT.

Experience
This position must have a minimum of seven (7) years' experience, at least three (3) years must be the lead of forestry work, or forestry work under the supervision of a person registered.

And

Education
This position requires the possession of a bachelor's degree in forestry. Must be a RPF pursuant to California Forest Practice Rules, Public Resources Code (PRC), Division 1, Chapter 2.5, and Article 3.

6) REGISTERED PROFESSIONAL FORESTER DESIGNEE
The Registered Professional Foresters Designee shall assist the Contractor's RPF manage the DDHTR contractor and Subcontractors to ensure the proper implementation of the California Forest Practice Rules for Operational permits enforced by CalFire. The RPFs duties include but are not limited to:

a) Assist the hazard tree removal contractor's LTO in obtaining Timber Harvest Plans/ Conversion Exemptions (THPs/CEs) for each subarea.

b) Oversee the LTOs felling, removing, and processing marked hazard trees in such a manner as to protect any personal property and/or utilities in the process.

c) Train all Arborists as to how trees will be assessed as part of the specific Operations, for consistency of assessments.

d) Ensure all hazard tree assessments conducted by Arborists comply with the eligibility and assessment criteria outlined in this User Agreement and as provided by the IMT.

Experience
This position must have a minimum of two (2) years' experience.

And

Education
This position requires the possession of a bachelor's degree in forestry or closely related field from a Society of American Foresters accredited university OR if no college degree, work under a RPF for three (3) years.

7) ARBORIST (TRAQ)
The Certified Arborists are ISA Certified (or similar) and TRAQ qualified and trained in assessing the health of fire-damaged trees Arborists, when not a part of a Hazard Tree Assessment Strike Team, may perform other tree assessment services as directed by the

IMT. The Arborists shall all be trained by the RPF as to how the hazard trees will be assessed for consistency of assessments during the operation.
At least seventy-five (75) percent of Arborists provided under this MSA shall have a minimum of three (3) years' experience performing the duties of an Arborist.

Experience
This position must have a minimum of two (2) years' experience as a Certified Arborist (i.e., International Society of Arboriculture (ISA), America Society of Consulting Arborist (ASCA), or certified or a degreed Forester).

And

Education
This position requires a Certified Arborist (i.e., International Society of Arboriculture (ISA), America Society of Consulting Arborist (ASCA), or certified or a degreed Forester) who are also Tree Risk Assessment Qualified (TRAQ).

8) BRANCH DIRECTOR
The Branch Director (BD) is responsible to supervise and support all Division Supervisors (responsible for both overseeing their Division Supervisors and supporting their tasks as well as coordinating with the DDHTR contractor to address field activities concerns/issues) and to report back to the OSC and IC about status or issues/concerns with Operations in their purview. The duties for this position include:

a) Provide and/or verify that the Division Supervisors are properly trained to conduct the work assigned.

b) Provide direct supervision of and direction to the Division Supervisor and the work they are conducting.

c) Inform the OSC of issues and concerns learned from within the Branch from the DS's and TFLs. The BD shall provide suggestions on more efficient and effective improvements to the operation.

d) Provide the necessary health and safety equipment and materials required for the Division Supervisors for the work they are conducting.

e) Provide the forms, tools, and communication equipment to keep in contact with the Division Supervisor at all times.

f) Report directly to the OSC and be the line of contact between the OSC and the Division Supervisors in fulfilling the responsibilities of the Branch as assigned by the OSC.

Experience
This position must have a minimum of three (3) years' experience managing or overseeing one (1) or more of the following: construction Operations, demolition

Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations. Works directly with the OSC and/or the DOSC.

And

Education
Must have current HAZWOPER Certification and fit testing.

9) DIVISION SUPERVISOR
The Division Supervisors (DSs) are responsible to supervise and support all Task Force Leaders (both responsible for overseeing the DDHTR contractor's Field Activities including documenting the trees removed from each property within their logistical area of supervision and working with the DDHTR contractor's Superintendents addressing Operational issues) and other staff/resources assigned to their Division, and reporting their status to the BD. The duties for this position include:

a) Understand the DDHTR contractor's contract and their Special Provisions requirements and monitor the DDHTR contractor's implementation of these requirements and of the Operational permits enforced by CAL FIRE (that covers their logistical area, provided by the PSC and the Lead Forester).

b) Provide and/or verify that the Task Force Leaders are properly trained to conduct the work assigned.

c) Provide direct supervision of and direction to the Task Force Leaders and the work they are conducting.

d) Inform the BD of issues or suggestions on how to conduct the Operation more efficiently and effectively.

e) Provide the necessary health and safety equipment and materials required for the Task Force Leaders for the work they are conducting.

f) Provide the forms, tools, and communication equipment to keep in contact with the Task Force Leaders at all times.

g) Report directly to the BD and be the line of contact between the BD and the Task Force Leaders in fulfilling the responsibilities of the Division as assigned by the OSC.

Experience
This position must have a minimum of (3) years' experience managing or overseeing one (1) or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations.

And

Education
This position must have current HAZWOPER Certification and fit testing.

10) TASK FORCE LEADER
Task Force Leaders include:

a) Task Force Leader/ Debris Assessments or Removal Monitor.

b) Task Force Leader/ Hazard Tree Assessments or Tree Removal Monitors.

c) Task Force Leader/ Materials Receiving Facilities.

Task Force Leaders (TFLs) shall be selected and assigned by Contractor's Program Manager and report directly to and work for the DS, the BD, and ultimately the OSC. The TFLs are responsible for conducting Site Assessments, working with the disaster debris removal crews, hazard tree removal crews, monitoring Operations at processing and end use facilities, documenting hazard tree assessments as part of a Hazard Tree Assessment Strike Team, and performing other duties as described in this User Agreement and/or as prescribed by the CM, in support of the IMT. The TFL will ensure Operations are conducted in accordance with the terms of this User Agreement, including Exhibit A.1 – Special Provisions. Additionally, the TFLs shall:

a) Be responsible for bringing to each property, understanding, and following the requirements included in the initial site plan and the ROE or other IMT approved document anytime they are at an Operational property.

b) Attend all OSC and/or DDHTR contractor initiated safety meetings to discuss possible personal and community hazards.

c) Carry out, under the direction of the OSC, the BD, and the DS, the Operational permits enforced by CAL FIRE requirements for each individual property assigned, and to read and follow the property owners' directions, listed on the signed and approved ROE forms or within the town or county ROWs.

d) Inspect each Tree Removal Contractors' truck supporting work on each property and ensure that they each have a safety check placard, issued by the Assessment and Monitoring Contractor's DOT commercial truck inspector teams.

e) Complete and submit to PSC and/or any additional governmental agency all documentation that is required for User Agency to validate work for all covered trees removed and related costs.

f) Provide daily oral status reports to the DS, the BD, and the OSC, or designees, at the end of each day.

g) Coordinate and work cooperatively with the DDHTR contractor, air sampling consultants, the User Agency's Health and Safety Officer, and the DDHTR contractor's Health and Safety Officers, and other Operations officials, as determined by the IMT.

h) Coordinate and communicate with the User Agency's OSC and PSC on a regular basis or as needed, including reporting any unresolved issues, concerns, or complications that may be occurring with the DDHTR contractor.

i) Be present during any disaster debris removal or hazard tree related activities, and related on-site management, during Operational hours unless otherwise stated by the OSC.

j) Perform other requests as directed by the User Agency CM or designated proxy, in consultation with the OSC and/or the PSC, the CM, and/or the IMT.

k) Document each tree that is chipped and taken to the end use facilities.

Experience
This position must have a minimum of five (5) years of field/construction experience only, or two (2) years of fire debris monitoring experience only.

And

Education
This position must have current HAZWOPER Certification and fit testing.

11) CERTIFIED ASBESTOS CONSULTANT
This position serves as a Certified Asbestos Consultant (CAC), per Cal OSHA requirements and per the California Department of Industrial Relations (DIR). Per Title 8, CCR, Article 2.6, section 341.15 f. This position requires current CAC Certification.
Based on the general age of the buildings that were impacted by the fire Operation, if there is good reason to believe that these buildings were or could have been constructed during a time when asbestos containing building materials were available for use, conduct a per site Asbestos Survey, after and in reference to DTSC Report summarizing their initial findings based on their preliminary hazardous waste assessment for ACM for these properties.

a) Asbestos qualified site inspectors shall conduct visual assessment of each property in the program base on a modified Asbestos Hazard Emergency Response Act (AHERA) sampling approach on each lot for suspect ACM. Sampling of potential ACM will be conducted by a CAC or CSSTs working under the direction of a CAC. The CAC or CSST will collect bulk samples for asbestos in representative lots and have them analyzed as appropriate. Full NESHAP asbestos surveys may be performed on partially burned structures as directed by the Debris Group Supervisor.

b) At a minimum, the CAC shall contact and direct the registered Asbestos Removal Contractor debris removal team to properly collect, package, remove and dispose of the verified asbestos containing materials following BMPs for ACM removal. The CAC shall document the materials found, removed and disposed of, to be included as part of the Final Site Clean Report.

Experience
This position must have a minimum of three (3) years of field experience, in assessing asbestos post-fire conditions.

And

Education
This position requires a current CAC Certification.

12) CERTIFIED SITE SURVEILLANCE TECHNICIAN
This position serves as a Certified Site Surveillance Technician (CSSTs) per Cal OSHA requirements and per DIR. Per Title 8, CCR, Article 2.6, section 341.15 f. This position requires a current CSST Certification. The CSST works under the direction of a CAC. Based on the general age of the buildings that were impacted by the fire Operation, if there is good reason to believe that these buildings were or could have been constructed during a time when asbestos containing building materials were available for use, conduct a per site Asbestos Survey, after and in reference to DTSC Report summarizing their initial findings based on their preliminary hazardous waste assessment for ACM for these properties.

a) Asbestos qualified site inspectors shall conduct visual assessment of each property in the program base on a modified Asbestos Hazard Emergency Response Act (AHERA) sampling approach on each lot for suspect ACM. Sampling of potential ACM will be conducted by a Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSSTs) working under the direction of a CAC. The CAC or CSST will collect bulk samples for asbestos in representative lots and have them analyzed as appropriate. Full NESHAP asbestos surveys may be performed on partially burned structures as directed by the Debris Group Supervisor.

b) At a minimum, the CAC shall contact and direct the registered Asbestos Removal Contractor debris removal team to properly collect, package, remove and dispose of the verified asbestos containing materials following BMPs for ACM removal. The CAC shall document the materials found, removed and disposed of, to be included as part of the Final Site Clean Report.

Experience
This position must have a minimum of one (1) year of field experience, in assessing asbestos post-fire conditions.

And

Education
This position requires a current CSST Certification.

13) ENVIRONMENTAL GROUP SUPERVISOR/ WATER QUALITY
The Water Quality Group Supervisor (WQ-EGS) will be responsible for training and directing the Water Quality Environmental Unit Leaders (EUL)s in assessing parcels for the appropriate BMPs to be used to meet the Federal, State, Regional and Local water quality protection requirements. The EULs, under the WQ-EGS's supervision will also inspect the BMPs installed by the DDHTR contractor. The WQ-EGS must hold a Construction General Permit Qualified SWPPP Practitioner (QSP) and/or a Qualified SWPPP Developer (QSD) as certified.

Experience
This position must have a minimum of five (5) years of field experience conducting stormwater bmp systems design, construction and/or bmp systems monitoring or other comparable background.

And

Education
This position requires the possession of a bachelor's degree in civil engineering, geology, engineering geology or similar technical field. Must have one of the three professional licenses with the California Board of Professional Engineers, Land Surveyors or Geologists at the Department of Consumer Affairs in the State of California. The position must also be trained and certified as a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and/or a Qualified SWPPP Practitioner (QSP) by the State Water Resources Control Board (SWRCB) or SWRCB approved program. Must have received training by degreed professionals experienced in stormwater BMP systems design and/or construction.

14) ENVIRONMENTAL GROUP SUPERVISOR/ SITE ASSESSMENT/ SOIL SAMPLING
The Site Assessment/Soil Sampling Environmental Group Supervisor (SA/SS EGS) shall oversee the environmental assessment EUL staff assessing and documenting the disaster debris on program properties. The SA/SS EGS shall also ensure that the data collected by the EULs are uploaded to the Contractor's database system by the end of the day and that the data is reviewed for quality assurance by noon the following workday. The SA/SS EGS shall also direct and supervise the soil sampling EULs, once directed by the User Agency, as to the sites ready for soil sampling. The SA/SS EGS shall also be responsible for determining the decision units for each APN based on the requirements of the Special Provisions.

Experience
This position must have a minimum of five (5) years of environmental site assessments for disaster debris removal Operations and/or environmental remediation or

environmental assessment soil sampling experience. Also, have experience conducting environmental field monitoring programs or other comparable background.

And

Education
This position requires the possession of a bachelor's degree in a field of geology or similar field and shall have a professional geologist or engineering geologist license.

15) ENVIRONMENTAL GROUP SUPERVISOR/ AIR QUALITY
The Air Quality Group Supervisor (AQ-EGS) for criteria air contaminants shall oversee the collection of air pollutants that may cause health hazards from the debris recovery Operations. Criteria air contaminants are typically emitted from many sources and the Environmental DSs/Air Quality is responsible for providing and implementing an air monitoring and sampling plan.

Experience
This position must have a minimum of two (2) years of environmental permitting experience. Experience shall include understanding and preparation of documents meeting CEQA and NEPA environmental review requirements as well as the implementation of such requirements. Also, have experience conducting environmental field monitoring programs or other comparable background.

And

Education
This position requires the possession of a minimum of a bachelor's degree in a field of science or environmental engineering, or other applicable area of science.

16) ENVIRONMENTAL GROUP SUPERVISOR/ ENVIRONMENTAL PERMITTING
Provide an Environmental Group Supervisor (EP-EGS) to assist the RPFs and the User Agency in preparing and overseeing the appropriate implementation of each of the water quality BMPs required in the Operational permits enforced by CAL FIRE with respect to CEQA and NEPA environmental protection requirements, for protection of endangered and impacted species and their habitats under emergency Operations, summarized in the EPP.

Experience
This position must have a minimum of five (5) years of environmental protection permit preparation including experience in preparing California Environmental Impact Reports (EIRs) and/or monitoring the implementation of required environmental impact mitigation measures. This position must also have experience in preparing environmental permit documents, coordinating with Federal, State and Regional resource Agencies in obtaining such permits and overseeing the implementation of the environmental protective permit requirements.

And

Education
This position requires the possession of a minimum of a bachelor's degree in environmental science, geography, environmental engineering field or other applicable field of science.

17) ENVIRONMENTAL GROUP MANAGER/ SENIOR ENVIRONMENTAL SPECIALIST
Provide an Environmental Group Manager/ Senior Environmental Specialist will act as the overall environmental services manager, directly supervising the EGSs listed above, coordinate with the RPFs and the OSC and the PSC to make sure that the environmental services are properly staffed and supported with field equipment, enough analytical laboratories, and other requirements to ensure efficient and timely environmental services in support of the operation.

Experience
This position must have a minimum of seven (7) years of supervising or managing environmental aspects of disaster debris removal Operations, environmental protective mitigation measure implementation, environmental permit bmp installation and/or environmental remediation field programs environmental support experience. Also, have experience directing/managing environmental field monitoring programs or other comparable background.

And

Education
This position requires the possession of a minimum of a bachelor's degree in a field of science or environmental engineering.

18) OPERATIONAL SPECIFIC EXPERT/ OPERATIONAL SPECIFIC EXPERT SUPERVISOR
An Operational Specific Expert or Operational Specific Expert Supervisor is a person who has comprehensive and authoritative knowledge, abilities or skills through extensive practice and/or education in a particular area not found in any of the above positions. Examples may include, but not limited to, biological, geospatial, historic, archeological, or geotechnical engineering (slope stability evaluation) specialties. Qualifying experience and education, determined by User Agencies, are at the highest, specialized level. Contractor must provide objective measures of expertise, which may include but are not limited to unique credentials, patents, research, and publication history, etc.

19) ENVIRONMENTAL UNIT LEADER
Environmental Unit Leaders include:

a) Environmental Unit Leader/ Water Quality BMPs.

b) Environmental Unit Leader/ Site Assessment/ Soil Sampling.

c) Environmental Unit Leader/ Air Quality.

The Environmental Unit Leaders (EULs), under the direction of their respective EUL Supervisors, will be responsible for monitoring and supporting the field work conducted by the water quality professionals, Biologists and Archaeologists in addressing the environmental requirements of the disaster debris removal and hazard tree EPP, inclusive of meeting the Forest Practice Rules environmental protection measures (as appropriate). The Site Assessment/Soil Sampling EUL shall also be qualified to use XRF equipment.

Experience
The Environmental Unit Leader for Water Quality will have a minimum of two (2) years of experience conducting stormwater bmp assessment, monitoring, and/or installation on debris removal and hazard tree removal Operations or similar projects.
The Environmental Unit Leader for Site Assessment/Soil Sampling must have a minimum of two (2) years of environmental site assessments for disaster debris removal Operations and/or environmental remediation or environmental assessment soil sampling experience. Alternatively, may have experience conducting environmental field monitoring programs or other comparable background.
The Environmental Unit Leader for Air Quality will have a minimum of two (2) years of experience conducting ambient and construction related air monitoring sampling equipment setup and take down on debris removal and hazard tree removal Operations or similar projects.

And

Education
This position must have current HAZWOPER Certification and fit testing.

20) DATA/ PACKET MANAGER
The Data Packet manager shall electronically manage and track all the site documentation including, but not limited to the following: ROEs (or source ROW segment), all site documentation, and daily activity documentation, trucking documentation, damage claim records, and site data reconciliation with the DDHTR contractor. The Data/Packet Manager shall compile documentation for cost tracking and reconciliation.
The Data/Packet Manager shall also make collected data available to the Debris Group Supervisor, Planner, and Finance Lead and the entire IMT as requested to help improve the effectiveness and efficiency of the operation.

Experience
This position must have a minimum of two (2) years' experience electronically managing and tracking site documentation on debris removal and hazard tree removal Operations.

And

Education
This position requires the possession of a bachelor's degree in Information Technology (IT) database, finance, or applicable field.

21) PLANNING SECTION CHIEF

The Planning Section Chief (PSC) oversees incident-related data gathering and analysis regarding incident operations and assigned resources, facilitates incident action planning. Through the Incident Action Planning Process, the PSC shall track and manage the status of all operational resources, including Assessment and Monitoring (A&M) Contractor and DDHTR contractor resources. The PSC shall review and interpret the information collected during field assessments and relay findings to the proper parties. The PSC shall also track and manage the status of all enrolled parcels and ensure they are progressing through the debris removal and hazard tree removal processes as efficiently as possible, including but not limited to:

a) Validating Right-of-Entry Permits submitted by User Agency to ensure all fields have been properly completed.

b) Scheduling parcels for field assessments conducted by the A&M Contractor, including site assessments, asbestos assessments, archaeological site assessments, biological site assessments, and hazard tree assessments.

c) Scheduling parcels for work by the DDHTR Contractor, including asbestos abatement, debris removal, rescrape, hazard tree removal, and erosion control.

d) Notifying the User Agency when parcels are ready for a final inspection.

The PSC shall develop daily work schedules for all operational resources, using GIS tools and other analysis to ensure User Agency's priorities are executed and operations are conducted in an efficient manner. Developing work schedules includes sequencing enrolled parcels in a logical manner to ensure efficient work, while accounting for various variables such as weather, property access issues, property owner concerns, special means and methods required for certain parcels, environmental and historic preservation issues, and overlap with other operators such as utilities or other government agencies. The PSC should possess a working knowledge of debris removal and hazard tree removal means and methods to ensure work schedules are practical and realistic and shall collect information from the Operation Section to inform work schedules and Incident Action Plans. If directed to do so by the User Agency, the PSC shall utilize User Agency provided systems for managing information and developing work schedules (for example, Smartsheet, ArcGIS Online, or other similar systems). The PSC shall also prepare project schedules, schedule projections, and other project management tools as directed by the User Agency. The PSC is responsible for overseeing all information and data management tasks, as described throughout this Exhibit.

The PSC shall be well versed in the Incident Action Planning Process (as defined in the FEMA Incident Action Planning Guide, 2015 Version) and shall be responsible for

implementing the process on the operation, to include scheduling and facilitating planning process meetings (for example, Objectives Meetings, Tactics Meetings,
Planning Meetings, and Operations Briefings), preparing the Incident Action Plan for the operational period, and ensuring User Agency priorities are properly accounted for in the Planning Process.
The PSC may perform these duties in support of the User Agency's PSC or may independently execute these duties as the overall PSC for the operation. If serving as the overall PSC, the PSC may serve on the User Agency's IMT, reporting directly to the User Agency's Incident Commander. When serving on the User Agency's IMT, the PSC shall communicate directly with other User Agency IMT personnel in a transparent manner, and may participate in sensitive or confidential meetings. The PSC shall coordinate closely with other A&M Contractor personnel, the DDHTR Contractor, the User Agency's OSC, the User Agency's FSC, and the User Agency's IC. As needed, the PSC shall manage Deputy Planning Section Chiefs, GIS Professionals, and other supporting personnel responsible for call center operations, packet/data management, quality assurance, quality control, work scheduling, coordination with local government, and other Planning Section functions.

Experience
This position must have a minimum of five (5) years' experience managing or supporting one or more of the following: large-scale construction operations, demolition operations, debris removal operations, environmental remediation operations, hazard tree removal operations, or other similar operations of similar size and complexity, including at least one (1) year of experience in a management or coordination role sufficiently similar to Planning Section Chief or Deputy Planning Section Chief position described herein.

And

Education
This position requires the possession of an associate degree (equivalent or higher) from an accredited institution in a discipline such as construction management, environmental engineering, environmental science, project management, waste management, silviculture, forestry, arboriculture, or disaster management. The PSC shall also have taken both FEMA ICS-300 (Intermediate ICS for Expanding Incidents) and FEMA ICS-400 (Advanced ICS: Command and General Staff—Complex Incidents).

22) DEPUTY PLANNING SECTION CHIEF
Deputy Planning Section Chiefs (DPSCs) support the PSC overseeing either the Disaster Debris Removal Operation or the Hazard Tree Removal Operation. DPSCs assist the PSC in overseeing the collection, evaluation, and dissemination of Operational information related to the operation. It is the DPSCs responsibility to prepare and assist the PSC in implementing the Disaster Debris and Hazard Tree Removal Operations Planning, as well as track the status of all operation resources and all the preparations for, data management from, and the final dispositions of each property that has entered into the tree removal program.

The Deputy Planning Section Chief shall be prepared and qualified to fulfill the requirements of the Planning Section Chief role.

Experience
This position must have a minimum of five (5) years' experience managing or overseeing or supporting one or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or other similar size staff management Operations.

And

Education
This position requires the possession of an associate degree (equivalent or higher) from an accredited institution in a discipline such as construction management, environmental engineering, environmental science, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

23) GIS PROFESSIONAL
GIS professional shall be responsible for taking all local fire Operation information, local agency information, mapping, and infrastructure information and building it into a cohesive database that can be used to assess, coordinate, and summarize all the tree removal activities that have taken place. The database shall be developed by the GIS professional to provide the PSC, OSC, and the FSC/CM an easy way to access information that will assist them in performing their duties. This database shall include all daily activity logs, truck tickets, site tree assessments, and closure reports for each participating property, using a User Agency as specified data structure. The Database shall be based on Esri-compatible system with the User Agency's GIS systems and standards.

Experience
This position must have a minimum of five (5) years' experience in GIS and other database management systems.

And

Education
This position requires the possession of a bachelor's degree in geographic information science, geography, computer science, surveying, or urban planning.

24) FINANCE SECTION CHIEF
Finance Section Chiefs (FSCs) are responsible for the Contractor's financial and cost analysis and cost efficiency aspects of the Disaster Debris Removal Operation and for the Hazard Tree Removal Operation. These include the DDHTR contractor's' Agreement negotiations (if appropriate), recording or auditing staff and equipment time, documenting and processing claims for accidents and injuries occurring at the operation, and keeping a running tally of the quantities and costs associated with the operation. The FSC will

work cooperatively in support of the IC and the operation requirements as defined by IC, Cal OES and the User Agency Contract Manager with concurrence of the User Agency Chief Accounting Officer. User Agency will likely use the Contractor's FSC as support to User Agency's own FSC/CM but requires the Contractor's FSC to be fully qualified to assist and even take over the role on an as-needed basis.
The FSC is responsible for the following:

a) Assist User Agency in tracking, assembling, documenting, and administering damage claim and damage claim evaluations.

b) Assist User Agency's FSC in continuously monitoring the DDHTR contractor's' expenses, costs, and quantities, for which they have issued tickets, and provide periodic reports to the CM. The Contractor shall also be available to meet, answer questions, and provide records requested by third party auditors.

c) Prepare or support User Agency Staff in the implementation of the DDHTR contractor(s) contract.

d) Support User Agency staff in the oversight and implementation of the DDHTR contractor(s) contract.

e) Assist User Agency staff in setting up the DDHTR contractor(s) and their Subcontractor's invoice requirements to provide ease of invoice review and cost tracking of debris removal Operations conducted per site cleaned up as part of the Debris Removal Program, to best meet User Agency's Staff, Cal OES needs for ease of State and/or Federal (if applicable) reimbursement.

f) Establish a detailed database collection and management system to enhance the Contractor invoicing, invoice review process, and audit capabilities, at the User Agency FSC/CM's direction with concurrence of the Chief Accounting Officer of User Agency. The database shall include, at a minimum, invoiced and actual payment financial data by invoice number and parcel. If applicable, database shall be broken out by FEMA eligible (if applicable), ineligible, and community costs by invoice number and payment amount as directed by the User Agency FSC with concurrence of the Chief Accounting Officer of User Agency.

g) Implement Changes to the tickets issued by TFLs to include Change Orders, as directed by the FSC.

h) Under the direction of the Chief Accounting Officer of User Agency, assist User Agency staff in the detailed review and processing of invoices for payment. This support may take place either in the DROC/TROC office in the field, or (at the end of the project) at User Agency's offices. At a minimum, the detailed review shall ensure that:
I. Invoices and charges comply with provisions of purchase orders, sub-purchase orders, contracts, leases, service agreements, grants, etc. This includes ensuring completed work orders, adherence to contract terms and invoicing, and that there is

proper authorization and internal control of purchases and assets in accordance with the State Contracting Manual and State Administrative Manual.

II. Invoices are itemized and presented in accordance with contract provisions, and that charges are broken out as appropriate, such as by task, project, sub-contractor amounts and services. Invoices must contain supporting documentation as defined by the User Agency Chief Accounting Officer.

III. Items or services invoiced have been received or provided, as evidenced by stock received reports, receipts or similar documents or verification by authorized individuals, and is fully documented for audit or other external review.

IV. Document the authority to obtain the goods or services.

V. Invoices are not duplicate, and payment has not been previously made.

1. Assist User Agency staff in the detailed review and processing of invoices for payment. This support may take place either in the DROC office in the field, or (at the end of the project) at User Agency's offices.

2. Assist User Agency in assembling and assessing Agreement correspondence. This includes assistance in responding to the Contractor's requests for information, notices of potential claims, and claims review, assessment, and recommendations.

Experience

This position must have a minimum of five (5) years' experience providing office administrative support in the following areas: finance, report preparation, staff communication, preparing invoices, and maintaining financial records.

And

Education

This position requires the possession of a bachelor's degree from an accredited institution in accounting, finance, business, or related disciplines. The FSC, or DFSC, shall also have one of the following qualifications:

a. Certified public accountant (CPA)

b. Certified Construction Auditor

c. Construction Control Professional

d. Certified Management Accountant

e. Certified Fraud Examiner

f. Certified Bookkeeper

g. Certified Inspector General

h. Certified Inspector General Auditor

i. Certified Inspector General Investigator

j. Certified Information Technology Professional

k. Attorneys in good standing with the State Bar of California

25) DEPUTY FINANCE SECTION CHIEF

Deputy Finance Section Chiefs (DFSCs) are responsible for supporting the FSC and in managing the Contractor's financial and cost analysis and cost efficiency aspects of the Disaster Debris Removal Operation and for the Hazard Tree Removal Operation. These include the DDHTR contractor's contract negotiations (if appropriate), recording or auditing staff and equipment time, documenting and processing claims for accidents and injuries occurring at the operation, and keeping a running tally of the quantities and costs associated with the operation.

The Deputy Finance Section Chief shall fulfill the minimum qualifications of the Finance Section Chief role if and as necessary.

Experience

This position must have a minimum of five (5) years' experience providing office administrative support in the following areas: finance, report preparation, staff communication, preparing invoices, and maintaining financial records.

And

Education

This position requires the possession of a bachelor's degree from an accredited institution in accounting, finance, business, or related disciplines. The FSC, or DFSC, shall have one of the following qualifications:

a. Certified public accountant (CPA)

b. Certified Construction Auditor

c. Construction Control Professional

d. Certified Management Accountant

e. Certified Fraud Examiner

f. Certified Bookkeeper

g. Certified Inspector General

h. Certified Inspector General Auditor

i. Certified Inspector General Investigator

j. Certified Information Technology Professional

k. Attorneys in good standing with the State Bar of California

26) ADMINISTRATIVE STAFF RESPONSIBILITIES
Administrative Staff include:

a) Field Accounting and Administrative Staff

b) Accounting and Administrative Staff

c) Office Accounting and Administrative Staff

Administrative staff shall be selected by Contractor's Program Manager and report directly to User Agency's PSC supporting the disaster debris and hazard tree removal functions. The services to be provided include:

a) Develop with the DDHTR contractor and the User Agency an acceptable method for accounting of billable activities and an agreed upon format for invoices to be submitted to the Contractor for review prior to submission to User Agency for approval and payment.

b) Track disaster debris and hazard trees removed, hauled, and deposited at final destinations by managing daily work sheets prepared by the TFLs, and collecting and collating truck tickets and destination (landfill, recycle facility, end use facility, etc.) tickets from each cleanup property on a daily basis.

c) Tabulate and reporting daily and total project quantities for the disaster debris and hazard tree removal functions.

d) Receive, review, and compare Contractor invoices with the daily logs and materials disposal tickets for costs expended.

e) Evaluate invoices to verify that all costs have been charged per the User Agreement approved unit rates.

f) Report to the Finance Lead any discrepancies between the daily logs, other per lot documentation, and the invoices.

g) Other administrative requests made by either the PSC or the FSC/CM.

<u>Experience</u>
This position must have a minimum of two (2) years of experience providing one or all of the following services: accounting, bookkeeping, finance, administration and/or capable of supporting the FSC and DFSC required duties for Disaster Debris Removal or Hazard Tree Removal Operations.

And

Education
This position requires the possession of a high school diploma or equivalent, at a minimum.

27) SENIOR BIOLOGIST
The Senior Biologist shall help to direct and oversee the Biologists interpret and implement the EPP and the operational permits enforced by the applicable resource agencies for environmental protection supporting documentation assessments as well as recommended environmental/historical BMPs and AMMs to protect these areas from negative impacts from the Operation.
The Senior Biologist shall train the Biologists so that they can conduct required environmental assessments and monitor the DDHTR contractor's debris removal and tree felling/removal crews to ensure operational permits are enforced by EPP required BMPs and AMMs.
The Senior Biologist is responsible for directing and supervising the Biologists in California and Federal Endangered Species Act section 7 and Clean Water Act compliance.

Experience
This position must have a minimum of five (5) years of field experience, in their respective fields.

And

Education
This position requires the possession of a minimum of a bachelor's degree in biological science.

28) BIOLOGIST
The Biologist shall help to interpret and implement the EPP and the operational permits enforced by the applicable resource agencies for environmental protection supporting documentation assessments as well as recommended environmental/historical BMPs and AMMs to protect these areas from negative impacts from the Operation.
Biologist, trained by the Senior Biologist, will conduct required environmental assessments and monitor both of the DDHTR contractor's debris removal and tree felling/removal crews to ensure operational permits are enforced by CalFire required BMPs and AMMs. Some of the Biologist shall be required to have aviary and amphibian specialties to assist in necessary evaluation and protection of species (endangered and otherwise).
The Biologist are responsible for meeting the requirements, of the California and Federal Endangered Species Act section 7 and Clean Water Act compliance.

Experience

This position must have a minimum of three (3) years of field experience. At least one Biologist shall be required to have training in aviary and amphibian specialties to assist in necessary evaluation and protection of species (endangered and otherwise).

And

Education
This position requires the possession of a minimum of a bachelor's degree in biological science or archaeology, respectively.

29) SENIOR ARCHAEOLOGIST
The Senior Archaeologist shall help to direct and oversee the Archaeologists interpret and implement the EPP and the operational permits enforced by the applicable resource agencies for environmental protection supporting documentation assessments as well as recommended historical BMPs and AMMs to protect these areas from negative impacts from the Operation.
The Senior Archeologist shall train the Archaeologists so that they can conduct required archaeological assessments and monitor the DDHTR contractor's debris removal and tree felling/removal crews to ensure operational permits are enforced by EPP required BMPs and AMMs.
The Senior Archaeologist will be responsible for directing, supervising, and/or carrying out actions required for compliance with section 106 of the National Historic Preservation Act as directed by the IMT. These actions shall be conducted in coordination with Tribal Partners. The Senior Archaeologist who will need to meet the Secretary of the Interior's Professional Qualifications Standards for archaeology (36 CFR 61).

Experience
This position must have a minimum of five (5) years of field experience, in their respective fields.

And

Education
This position requires the possession of a minimum of a bachelor's degree in archaeology.

30) ARCHAEOLOGIST
The Archaeologists shall help to interpret and implement the EPP and the operational permits enforced by the applicable resource agencies for environmental protection supporting documentation assessments as well as recommended environmental/historical BMPs and AMMs to protect these areas from negative impacts from the Operation.
Archaeologists, trained by the Senior Archeologist, will conduct required archaeological assessments and monitor both of the DDHTR contractor's debris removal and tree felling/removal crews to ensure operational permits are enforced by CalFire required BMPs and AMMs.

Contractor shall assign at least one Archaeologist (or Senior Archaeologist, if necessary) to be responsible for carrying out actions required for compliance with section 106 of the National Historic Preservation Act as directed by the IMT. These actions shall be conducted in coordination with Tribal Partners. Archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for archaeology (36 CFR 61). The Senior Archaeology may also be tasked with developing relevant final reports for the Operation, at the request of User Agency.

Experience
This position must have a minimum of three (3) years of field experience.

And

Education
This position requires the possession of a minimum of a bachelor's degree in archaeology.

31) PROFESSIONAL LAND SURVEYOR CREW
This position serves as a two (2) member crew of a California Department of Consumer Affairs Certified Land Surveyor (Lead) and a Land Surveyor-in-Training (LSIT). The LSIT is under the direction of the Lead. The Survey Crew will include all required survey equipment to perform the services described in the SOW tasks above.

Experience
This Certified Land Surveyor must have a minimum of five (5) years of field experience as a licensed surveyor and the LSIT shall have a minimum of one (1) year of experience.

And

Education
These positions require the possession of a high school diploma or equivalent, at a minimum.

32) TRUCK INSPECTION CREWS (DOT LEVEL 1)
This position serves as a two (2) member crew of DOT commercial truck inspectors. The Contractor shall:

a) Provide certifications and resumes indicating their experience as truck inspectors to the CM for approval. The inspectors shall have the necessary insurance, qualifications, and expertise to perform a level one inspection for all commercial trucks assigned to the operation. All inspection records, both pass and fail, shall be submitted to the IMT within twenty-four (24) hours of the inspection.

b) Provide two (2) person crews as directed and determined by the User Agency to be necessary to confirm that all trucks pass safety inspections as required by the State

Highway Patrol and applicable State and Local regulations. The Contractor will placard each and every truck that has been inspected with a unique placard number.

c) Inspect all logging trucks, haul trucks, wood chip trucks, water tenders, tow trucks, street sweepers, low-beds, and other commercially licensed vehicles used on the project. 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.

d) Re-inspect ten (10) percent of all previously certified trucks every thirty (30) days.

Experience

This position must have a minimum of three (3) years' experience performing a level one inspection for commercial trucks and conducting inspections for the California Highway Patrol (CHP) or under a contract for the CHP.

33) CIVIL ENGINEER

The Civil Engineer shall have knowledge of methods, tools, and equipment used in one or more of the following areas of expertise (as required by the User Agency and/or the IMT): traffic analysis, traffic management, slope stability, foundation and retaining wall design and/or assessment, structure design, construction, and maintenance, as well as post disaster structure evaluation (due to earthquake, flooding or other cause of structural stress).

The Civil Engineer shall also have knowledge of methods of stress analysis for both statically determinate and indeterminate structures, of the determination and influence of deflection on the stresses in structures and of design practices and bridge or structure engineering as applied to fire/earthquake/flood or other damaged/impacted buildings, structures, bridges, and other water crossings.

The Civil Engineer shall also have the knowledge, skills, and abilities to perform any of the above listed skill sets and apply them to one or more of the following tasks: preparing traffic management plans, conducting inspections for all types of fire damaged and non-damaged bridges, major structures or transportation related structures (buildings, retaining walls, including bridge foundations, etc.). They shall be able to analyze situations and adopt an effective course of action and prepare correspondence and reports to be submitted timely to the IMT.

Contractor shall provide Civil Engineers with knowledge of method, tools, and equipment of all areas of expertise and methods described above. It is not expected that each individual Civil Engineer is individually proficient in all listed areas of expertise and methods.

Experience

This position must have a minimum of two (2) years of engineering experience in the above listed areas of expertise including but not limited to design, construction, and/or inspection of bridges, major structures, transportation related buildings, building foundations, retaining walls, and/or traffic analysis and management, as appropriate for the duties to be performed.

Experience shall include the preparation and/or reviewing of preliminary design studies, calculations, detailed designs, construction drawings, and technical specifications, and evaluation of existing buildings, structures, bridges post-disaster (depending on the services directed to be provided by the IMT).

And

Education
This position requires the possession of a minimum of a bachelor's degree in Civil, Structural, or other related fields of Engineering. Alternatively, the Civil Engineer may be in possession of a valid license as a Professional Engineer, in the state of California.

34) CIVIL ENGINEER SUPERVISOR
The Civil Engineer Supervisor shall have knowledge of methods, tools, and equipment used one or many of the following areas of expertise (as required by the User Agency and/or the IMT): traffic analysis, traffic management, slope stability, foundation, and retaining wall design and assessment, in structure design, construction, and maintenance as well as post disaster structure evaluation (due to earthquake, flooding or other cause of structural stress). The Civil Engineer Supervisor shall also have knowledge of methods of stress analysis for both statically determinate and indeterminate structures, of the determination and influence of deflection on the stresses in structures and of design practices and bridge or structure engineering as applied to transportation related structures that can be applied to fire/earthquake/flood or other damaged/impacted buildings, structures, bridges, and other water crossings. The Civil Engineer Supervisor, if necessary, will oversee and direct the tasks conducted by the Civil Engineer.
The Civil Engineer Supervisor shall have the skills and abilities to perform any of the above listed services including preparing traffic management plans and conducting inspections for all types of fire damaged and non-damaged bridges, major structures, or transportation related buildings, including bridge foundations; analyzing situations and adopt an effective course of action; prepare correspondence and reports to be submitted timely to the IMT.

Experience
This position must have a minimum of five (5) years of engineering experience in the above listed areas of expertise including but not limited to the design, construction, and/or inspection of bridges, major structures, or transportation related buildings, as appropriate for the duties to be performed. This experience shall include managing other professional engineering staff, including specifically managing one or more Civil Engineers.
Experience shall include the preparation and/or reviewing of preliminary design studies, calculations, detailed designs, construction drawings, and technical specifications, and evaluation of existing buildings, structures, bridges post-disaster (depending on the services directed to be provided by the IMT).

And

Education

This position requires the possession of a minimum of a bachelor's degree in Civil, Structural, or other related field of Engineering. This position also requires possession of a valid license as a Professional Civil Engineer issued by the California State Board of Registration for Professional Engineers.

B. SUBSTITUTION OF KEY STAFF

Contractor shall obtain written approval prior to making any substitutions or alterations to the Contractor's originally proposed key staff in the User Agreement, Subcontractors, and project organization. The Contractor shall petition the User Agency to add or remove Contractor key staff or Subcontractors at any time during the life of the User Agreement by providing the following information to the User Agency in writing:

1) A transmittal letter stating the reasons why the modification to the Contractor's team is necessary, including a statement as to whether and how such a substitution may affect the Contractor's ability to perform in accordance with this User Agreement.

2) A resume for the individual proposed to be added to the Contractor's staff.

3) A revised organizational chart for the Contractor's team depicting all Subcontractors and key staff.

The User Agency may direct the Contractor to replace staff, including key staff. These decisions shall be at the sole discretion of the User Agency.

1. MISCELLANEOUS SERVICES

A. TRIBAL MONITORING

Under the direction of the User Agency, Contractor shall provide the following services for the oversight of Tribal Monitoring Operations, including but not limited to:

1) Administrative staff to assist User Agency's government-to-government consultations with Tribe(s).

2) Administrative staff to assist Contractor's execution of a negotiated SOW with the Tribe(s) for Tribal Monitoring services, with the approval of User Agency.

3) Field staff to ensure Tribal Partners providing services under the Contractor perform all aspects of the SOW consistent with Tribal cultural norms and expectations, submit documentation as required in the SOW, and verify costs are reasonable and appropriate.

B. GPS TRACKING OF COMMERCIAL FLEET

The Contractor shall be responsible for installing and monitoring GPS tracking on all DDHTR contractor haul trucks, street sweepers, and community water tenders. The Contractor shall provide access to the tracking software to the IMT and DDHTR contractor.

C. LABORATORY ANALYSES

The Contractor shall send soil, water, air, and asbestos samples to outside laboratories for analysis. The User Agency will reimburse the Contractor for laboratory services for samples collected on a chain of custody basis (assuming the standard laboratory chain of custody form includes a minimum of ten (10) separate samples). The laboratory chain of custody form will be filled out documenting samples collected from a property for which soil or air samples are collected. One chain of custody form per property, per sample event. A sample event encompasses soil, water, air, or bulk asbestos samples collected from one property on the same day.

The Contractor shall ensure laboratory sample analysis reporting turn-around-times do not exceed seven (7) calendar days from the date of sample collection.

When directed by the IMT to run expedited analytical sample analyses (24-hour lab analysis turn-around-times) the A&M Contractor will be reimbursed at a fixed rate of two (2) times Proposer's laboratory base rate rates per COC for the listed constituents.

All laboratory sample containers, packaging, sample preservation, storage, shipping, handling, preparation, processing, and reporting of results shall be provided by the contractor at no additional cost.

D. ADDITIONAL EQUIPMENT AND ASSOCIATED SERVICES

At no additional costs, the Contractor shall provide the additional equipment and services which may include but are not limited to:

1) The Contractor shall provide notification of pre-planned shutdowns, non-working days and holidays.

2) Health & Safety equipment, PPE, personal air monitoring equipment and analysis, cameras, computers, cell phones, navigation devices, tablets and vehicle.

3) Operation office and/or equipment storage facilities, administrative support.

4) Contractor shall provide rental equipment, generators, and fuel as specified by the User Agency as part of the air monitoring equipment.

5) A&M Contractor's Arborists and other field staff that are directed by the IMT to be working in the field during days of poor air quality and are not HAZWOPER trained shall be required to wear respirator protection. This bid line item includes providing such staff with medical spirometry testing, respirator fit testing, respirator training, and personal respirators and appropriate filter cartridges. Contractor shall perform work in accordance with this User Agreement during days when AQI is less than five hundred (500). For days when User Agency directs Contractor to continue work under this User Agreement when AQI is greater than five hundred (500), Contractor shall supply staff with Respirators complying with 8 CCR 5144. For days when Contractor performs work on days with AQI above five hundred (500), Contractor shall be eligible for reimbursement as identified in Exhibit B.1 – Rate Sheet.

2. BREACH/REMEDY FOR DEFAULT

A. Contractor shall perform all work pursuant to this User Agreement in a safe, workmanlike, professional, efficient, and expeditious manner to the satisfaction of the User Agency. Contractor shall coordinate with User Agency for access to each parcel to inspect and audit work conducted, documentation provided, and data required under this User Agreement.

B. STOP WORK NOTICE
Immediately upon receiving a written notice from user Agency to stop work, Contractor shall cease all work under this User Agreement.

C. User Agency shall not compensate Contractor for any rework or deficient work.

D. DELAY
In the event that User Agency determines the Contractor is responsible for any unapproved delay or damages caused by the Contractor's delay, the Contractor shall immediately implement all measures directed by the User Agency 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 or damages caused by the Contractor's delay. Such remedy may include, but is not limited to, reimbursement of the User Agency for any non-working day costs incurred by the DDHTR contractor.

E. BREACH
In the event of Contractor's breach of any condition or term of this User Agreement, User Agency will provide Contractor written notice describing the breach. If Contractor does not, within three (3) days after notice is provided, 1) cure the breach described in User Agency's Notice or 2) if the User Agency agrees the breach is not curable within three (3) days, cure the breach within the number of days specified by the User Agency, Contractor shall be in default under this User Agreement.

F. In the event of Contractor's default under this User Agreement, User Agency shall be entitled to all remedies available at law including, but not limited to, termination of this User Agreement, withholding of any amount billed, and/or recovery of funds disbursed.

3. EXPERIENCE MODIFICATION RATE SUBMITTAL
The Contractor shall provide their current Workers Compensation Insurance Experience Modification Rate (EMR) to the User Agency or proof of non-eligibility. If the EMR number exceeds one (1.00) at any time, the User Agency at their sole discretion will may terminate the individual User Agreement within thirty (30) days of verifying the rate has exceeded one (1.00).
The Contractor shall provide their OSHA lost time injury/illness incidence and OSHA recordable injury/illness incidence records at the User Agency request.

4. HOURS AND LOCATION OF SERVICES

A. All work will be conducted on Pacific Time; Pacific Standard Time (early November to mid-March) and Pacific Daylight Time (mid-March to early November).

B. Services shall be provided on site in the county(ies) identified for each respective operation by the User Agency, unless remote work is authorized by the User Agency.

5. DEMOBILIZATION

A. The User Agency may order Contractor to demobilize from the operation for a duration specified by the User Agency. Reasons for this decision could include, but are not limited to, inclement weather, conflicting Operations, or Operational needs. This decision is in the sole discretion of the User Agency.

B. User Agency shall endeavor to provide notice of demobilization twelve (12) or more hours in advance. If User Agency does not provide Contractor with notice of demobilization twelve (12) or more hours in advance, Contractor shall be eligible for compensation based on Exhibit B (7)(A)(3).

Tetra Tech, Inc.

Exhibit A.1

Assessment and Monitoring Services for Disaster Debris and Hazard Tree Removal – Special Provisions

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).

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).

Attachment C, "Assessment of Burn Debris - 2015 Wildfires Lake and Calaveras Counties, California" (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," 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 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 User 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)).

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 (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).

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).

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).

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.

Requirement/ Permission	Entity Responsible for Obtaining	Comments
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 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

Requirement/ Permission	Entity Responsible for Obtaining	Comments
		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 Regional General Permit to address Clean Water Act (CWA) Section 404 Regional General Permit for Clean Water Act Section permit	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, 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	DDHTR Contractor for support facilities. Some support by	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

Requirement/ Permission	Entity Responsible for Obtaining	Comments
supporting facilities will likely require National Pollutant Discharge Elimination System (NPDES) Stormwater permits	the A&M Contractor	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 Permits for Timber Harvest activities (1104.1b, 1039g, 1052).	DDHTR Contractor's LTO to prepare, sign, and implement permit(s) and their requirements. May obtain assistance from A&M Contractor's RPF.	Prior to felling any Hazard Trees, the DDHTR Contractor shall confer with the 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),

Requirement/ Permission	Entity Responsible for Obtaining	Comments
		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 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) shill 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 CNDDB 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), 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)) 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 (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 (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.

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)
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 did not sustain 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).

"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 ¾" 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.

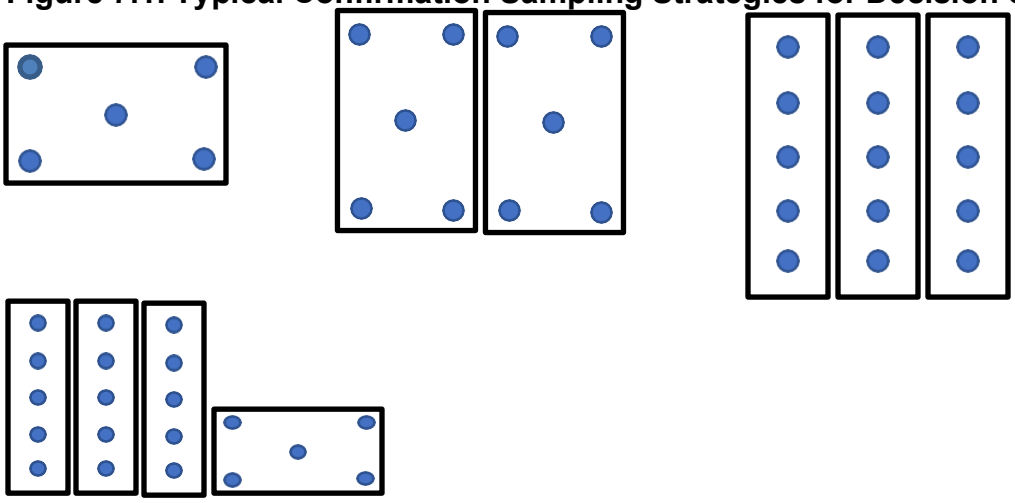
If the ash footprint is greater than five thousand (5,000) square feet, the A&M Contractor will prepare a sampling strategy such no five-point decision unit has any dimension greater than one hundred (100) feet. In general, a sampling strategy of one additional decision unit per one thousand (1,000) 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
> 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 scape 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.

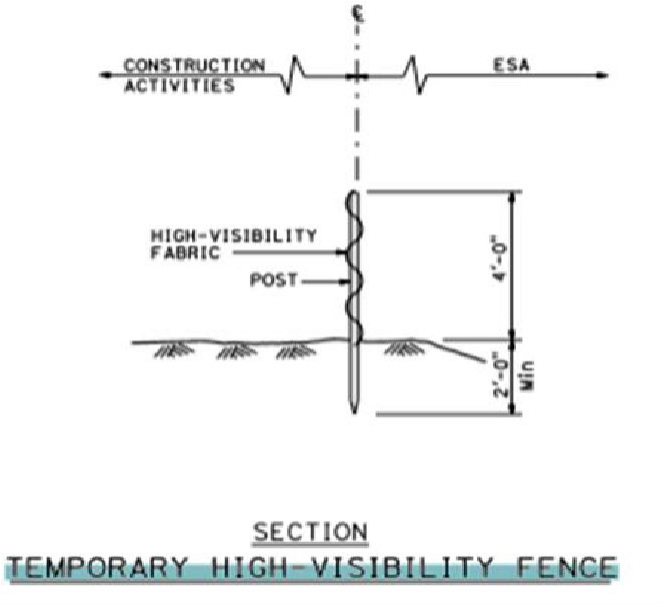
Cleanup goals will be established by User Agency with support from the A&M Contractor.

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 Register 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 Contractor 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 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 ¾" to 1½" 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.

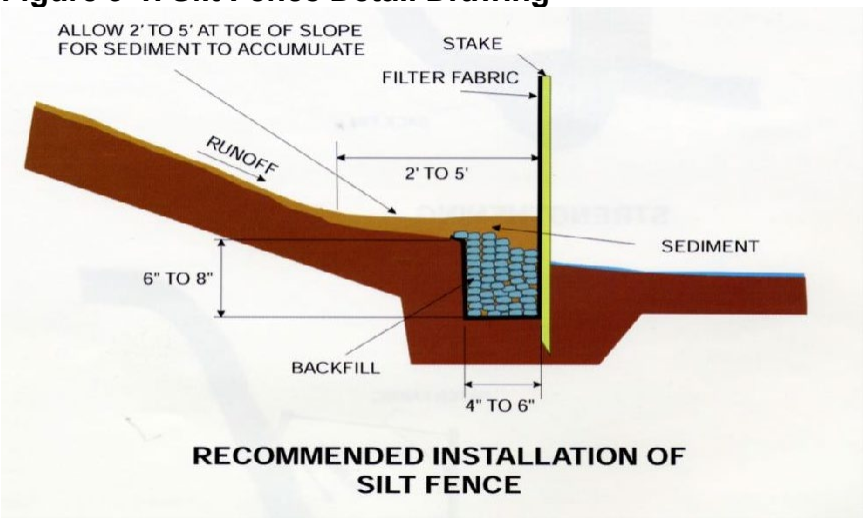
B. Area Management – Construction/demolition materials shall be stored to the maximum extent possible on paved surfaces. When this is not possible, construction/demolition materials shall be stored in areas where a future structure or other hard impervious surfaces will be constructed, such as a future 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 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

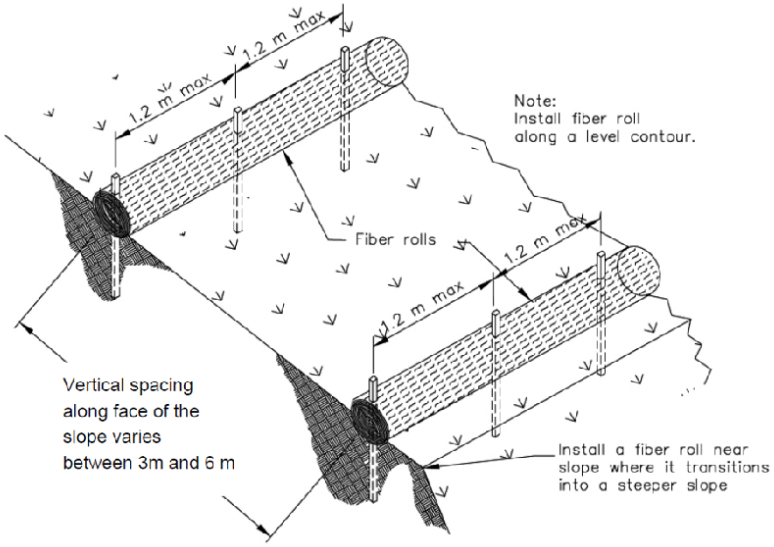
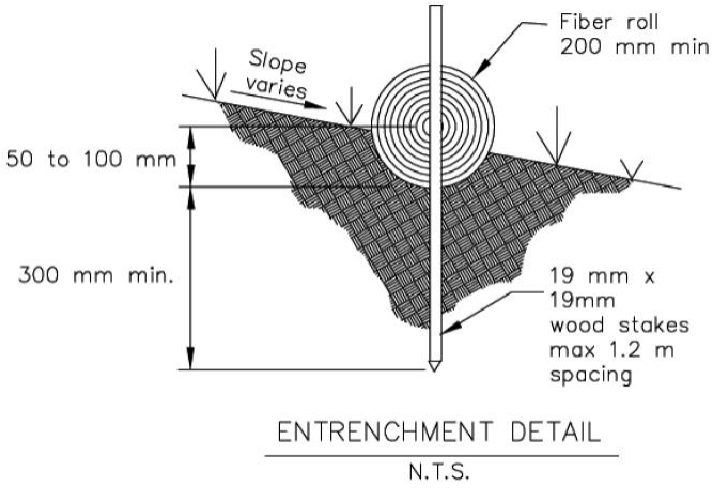


Figure 9-3. Fiber Roll Detail Drawings for Steep Slopes, Entrenchment



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

Tetra Tech, Inc.

Exhibit B

Rate Schedule

The rates below reflect the rates identified in the MSA Agreement Number 5-22-99-33-04, Exhibit B.1 – Rate Sheet, for Category 1 (1-150 APNs) for Region 1.

Classification	Units	Overtime 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	$111.30
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	$127.20
Branch Director (BD)	Per Hour Per Person	$102.82
Division Supervisor (DS)	Per Hour Per Person	$90.10
Task Force Leader/Debris Assessments or Removal Monitor	Per Hour Per Person	$73.14
Task Force Leader/Hazard Tree Assessments or Tree Removal Monitor	Per Hour Per Person	$76.32
Task Force Leader/Materials Receiving Facilities	Per Hour Per Person	$79.50
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	$79.50
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	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	$121.90
Senior Archaeologist	Per Hour Per Person	$159.00
Archaeologist	Per Hour Per Person	$121.90
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 Supervisory	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
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,	Per Chain of Custody Per Sample Event	$196.10

which uses Visible Absorption Spectrophotometry as the measurement technique).		
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
Other Direct Costs – Mileage	In accordance with ARTICLE III, Compensation for Services	

Tetra Tech, Inc.

Exhibit C

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, you certify subject to penalty for perjury that the option checked below relating to your status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 et seq.) is true and correct:

ϒ You are not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

ϒ The Authority has exempted you from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Authority will be unable to obtain the goods and/or services to be provided pursuant to the contract.

ϒ The amount of the contract payable to the you for the work does not exceed $1,000,000.

Jonathan Burgiel

Signed Jonathan Burgiel (Jan 18, 2023 16:48 EST)

Titled Business Unit President

Firm Tetra Tech, Inc.

Date 01/18/2023

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on public contracts for three years.

Tetra Tech, Inc.

Exhibit D

FEMA Requirements

The following FEMA language is hereby incorporated into this User Agreement in the event the County is granted FEMA Public Assistance or other FEMA grant funding for the activities performed under this User Agreement:

DEBARMENT AND SUSPENSION CLAUSE

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

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 County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, 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 CLAUSE
Amendment, 31 U.S.C. section 1352 (as amended)

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

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

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

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement , the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with the instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one-hundred thousand dollars ($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. section 3801 et seq., apply to this certification and disclosure, if any.

Jonathan Burgiel 01/18/2023

Jonathan Burgiel (Jan 18, 2023 16:48 EST)

Signature of Contractor's Authorized Official Date

Jonathan Burgiel Business Unit President

Name and Title of Contractor's Authorized Official

DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

   b. Unless an exception in paragraph 3. of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

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

      ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system;

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

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

3. **Exceptions**

a. This clause does not prohibit Contractors from providing —

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

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

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are <u>not used</u> as a substantial or essential component of any system; and

2. Are <u>not used</u> as critical technology of any system.

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

4. **Reporting Requirement**

a. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph 4.b. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph 4.a.

of this clause:

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

ii. Within ten (10) business days of submitting the information in paragraph 4.b.i. of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. **Subcontracts**

The Contractor shall insert the substance of this clause, including this paragraph 5., in all subcontracts and other contractual instruments.

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. section 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.

LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the County, 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 County 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. section 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 County 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 County.

Tetra Tech, Inc.

Exhibit E

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars ($250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☐ NO

If yes, please identify the person(s) by name:

No

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☐ NO

If yes, please identify the person(s) by name:

No

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

01/18/2023	Jonathan Burgiel Jonathan Burgiel (Jan 18, 2023 16:48 EST)
Date	Signature of authorized individual
Tetra Tech, Inc.	Jonathan Burgiel
Type or write name of company	Type or write name of authorized individual