

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>IWM05067</b>
REGISTRATION NUMBER <b>39100406 111232</b>

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME  
 California Integrated Waste Management Board

CONTRACTOR'S NAME  
 A.J. Diani Construction Company, Inc. (A.J. Diani)

2. The term of this Agreement is: April 1, 2006 through May 15, 2008 or upon final approval signature.

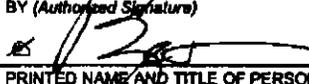
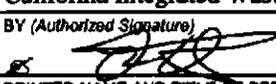
3. The maximum amount of this Agreement is: \$5,000,000.00 (Five million dollars and no cents)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- |  |                    |
|--|--------------------|
| Exhibit A – Scope of Work                                | 2 page(s)          |
| Exhibit B – Budget Detail and Payment Provisions         | 6 page(s)          |
| Exhibit C* – General Terms and Conditions                | GTC 306 (03/23/06) |
| Exhibit D – Special Terms and Conditions                 | 7 page(s)          |
| Attachment A – Contractor Certification Clauses CCC-1005 | 4 page(s)          |
| Attachment B – Recycled Content Certification            | 2 page(s)          |
| Request for Qualifications, Addendum 1, Addendum 2       | By reference       |
| Contractor's Statement of Qualifications                 | By reference       |
| Standard Specifications                                  | By reference       |

Items shown with an Asterisk (\* or \*\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 \*These documents can be viewed at [www.cls.dgs.ca.gov/Standard+Language](http://www.cls.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		California Department of General Services University
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>A.J. Diani Construction Company, Inc. (A.J. Diani)</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>4/4/06</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Rick Jackson, President</b>		
ADDRESS <b>295 N. Blosser Santa Maria, CA 93456</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>California Integrated Waste Management Board</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>4/11/06</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Mark Leary, Executive Director</b>		
ADDRESS <b>1001 I Street, Sacramento, CA 95814</b>		
		<input checked="" type="checkbox"/> Exempt per: PRC 48024

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## **EXHIBIT A**

### **SCOPE OF WORK**

1. The Contractor agrees to provide the California Integrated Waste Management Board (CIWMB), with remediation services as described herein.
2. The project coordinators during the term of this agreement will be:

**CIWMB**

Name: Brad Williams  
Phone: 916.341.6351  
Email: bwilliam@ciwmb.ca.gov

**AJ Diani**

Name: Rick Jackson  
Phone: 805.925.9533  
Email: rickj@diani.com

3. Statement of Work

#### **I. INTRODUCTION/OBJECTIVES**

Pursuant to Public Resources Code (PRC) Sections 48020 et seq., the California Integrated Waste Management Board (CIWMB) administers the Solid Waste Site Cleanup Program (Program). In administering the Program, the CIWMB is authorized to expend funds directly for cleanups. The purpose of this contract is to provide environmental services where the CIWMB determines that the direct expenditure of funds is the appropriate method for site cleanup.

#### **II. WORK TO BE PERFORMED**

All work under this contract shall be completed in accordance with the State of California Department of Transportation publication entitled Standard Specifications, available for viewing at <http://www.ciwmb.ca.gov/Contracts/Forms/StdSpecs99.pdf>, that is in effect when the work is performed and the plans, special provisions, approved Work Plans, and instructions included in Work Orders issued under the contract.

The Contractor may be required to perform remediations at solid waste disposal sites and illegal disposal sites located in Northern California on an as-needed basis during the contract period. For the purpose of this contract, Northern California is defined as all counties within California located to the north of, and including, Monterey County, Kings County, Tulare County, and Inyo County. The Contractor will serve as backup for other environmental services contractors serving other geographic areas of California and may be required to work in those areas in case resources to perform required tasks in accordance with the CIWMB's requirements are unavailable.

Based on previous remediation contracts, as many as three different sites may be under remediation at any one time. The level of cleanup may vary significantly, but activities listed herein are expected to be required for up to three concurrent remediation projects. Firms interested in this contract must be able to provide staff with technical abilities, related experience, and sufficient workforce to ensure cost effective and timely remediation of sites selected for the Program. All Site Superintendents shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPR) in accordance with Title 29, Code of Federal Regulations (29 CFR), Section 1910.120 and Title 8, California Code of Regulations (8 CCR), Section 5192 and have appropriate experience to adequately perform the tasks outlined below.

Types of anticipated work include, but are not limited to:

1. Removal, transportation, and disposal of solid waste, as defined in PRC Section 40191, where recycling of the waste is not economically practical.
2. Collection, transportation, storage, transfer, and/or processing of materials suitable for recycling that would otherwise become solid waste.
3. Consolidation of solid waste and/or burn ash and construction of soil or other types of covers.
4. Site grading and construction of drainage systems.
5. Installation of erosion control systems and establishment of vegetative cover.
6. Construction of excavations, embankments, and placement of fill.
7. Installation of fencing, barriers and signs.
8. Performing trenching, drilling, and other activities for subsurface exploration in support of investigations of potential sites.
9. Identification, collection, segregation, removal, disposal, and/or recycling of hazardous waste as defined in California Health and Safety Code Section 25117, and other wastes encountered during solid waste cleanup.
10. Preparation of Work Plans. Work Plans shall include, but are not limited to, project work elements, a project schedule, a cost estimate, a site specific injury and illness prevention plan, and any other required documents.

### **III. TASKS IDENTIFIED**

All work under this contract will be performed through Work Orders issued to the Contractors. When Program staff determines the need for Contractor services under this Agreement, a Work Order will be issued. The Work Order will detail specific tasks or activities to be completed, provide a schedule for completion, and give a maximum cost for accomplishing the work. Work Order cost will be determined after discussions between the Contractor and Program staff and the preparation of a cost estimate by the Contractor.

The Contractor shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Contractor shall immediately notify Program staff of any condition or event that may interfere with completion of the work or which may require a modification in the Work Order. Program staff will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not authorized in writing by Program staff, will not be considered for compensation.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

California Integrated Waste Management Board  
Financial Assistance Branch  
1001 "I" Street  
P.O. Box 4025, MS-10  
Sacramento, CA 95812-4025

- C. Each invoice submitted to the CIWMB must include the following information:
- Invoice Number
  - Contract Number
  - Description of Rendered Activities/Services
  - Submitting Contractor's Address
  - Invoice Period

**2. BUDGET-CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
4. **TAXES:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.
5. **PROGRESS PAYMENTS:** Progress payments will be made in accordance with Section 9.106 of the Standard Specifications, available for viewing at <http://www.ciwmb.ca.gov/Contracts/Forms/StdSpecs99.pdf>.
6. **COST BREAKDOWN:**

**Allowable Markups.** Allowable markups to the rates specified in Section VI, "Special Provisions" of the Request for Qualifications are listed in Table B1.

**Prevailing Wage Employees.** Markups for prevailing wage employees shall be as specified in Table B1 and applied as shown in Table B3.

**Office Support Employees.** The Contractor will be reimbursed for hours worked at the hourly billing rates specified in the Table B2. The specified hourly rates shall include fringe benefits, overhead, general administration, and profit and shall remain fixed for the duration of the contract.

**Overtime.** Unless otherwise specified in the Work Order or directed by the Contract Manager, the normal workweek shall consist of 40 hours. Overtime may be required, however, overtime shall be worked only when directed in writing by the Contract Manager or specifically required by the Work Order and will only be paid to persons covered by the Fair Labor Standards Act.

**Non-Compensable Services.** As specified in Section VI.M of the Request for Qualifications.

**Subsistence and Travel Allowance.** Subsistence and travel allowance for all employees covered under this agreement shall be paid at the daily rates shown below for each day the employee is deployed to the job site other than weekend and holidays, unless work is performed on those days:

One-Way Travel Distance from Santa Maria, California Office	Daily Allowance
60 miles	\$100.00

At the discretion of the CIWMB Contract Manager, if it is mutually agreed that the distance from A.J. Diani's Santa Maria office to the jobsite requires employees to remain during the weekend(s) and/or holidays they will be compensated subsistence pay for those days. In the case of inclement weather and work is stopped, employees deployed to the job site will receive the applicable daily allowance.

Reimbursement for transportation and subsistence costs shall not exceed the rates to be paid non-represented/excluded State employees under current State Department of Personnel Administration rules. At the discretion of the CIWMB Contract Manager, in the case where living expenses exceed the designated subsistence for a project area, a reasonable rate will be negotiated during development of the Work Plan.

Other travel expenses including, but not limited to airfare, rental cars, fuel, and parking will be reimbursed at cost verified by bills or printed receipts. In areas of paid subsistence and travel allowance, said allowance shall be deducted from the daily allowance specified above. The State will only reimburse the cost of mid-size/economy rental cars. The use of rented four-wheel drive vehicles and/or trucks will only be allowed if pre-authorized in the Work Order. First Class or Business Class air travel is not allowed. The method of travel shall be the least costly to the State. No markup will be allowed for travel expenses.

Subcontractors. The Board will reimburse the Contractor for subcontractor services at negotiated rates. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the Contract Manager, except that which is expressly identified in the Contractor's Work Plan. Any substitution of subcontractors must be approved in writing by the Contract Manager in advance of assigning work to a substitute subcontractor.

Personnel Substitutions. Written approval is required for any substitutions or alterations to the Contractor's originally proposed staff and project organization, as depicted on the Contractor's Organization Chart contained within the Contractor's Statement of Qualifications, which is incorporated by reference. The Contractor may petition the Contract Manager to add or remove Contractor personnel or subcontractors at any time during the life of this Agreement by providing the following information to the Contract Manager in writing:

- A. 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 achieve the goals of this Agreement.
- B. If adding a new individual within the Contractor's firm a resume in the format prescribed in the Contractor's original Statement of Qualifications.

- C. An amended Cost Proposal including all new staff for the prime Contractor, in the format prescribed in the Contractor's original Cost Proposal.
- D. A revised organizational chart for the Contractor's team depicting all subcontractors and key staff.

**Equipment and Tools.** Contractor shall provide all necessary tools, instruments and safety equipment required to perform the work identified in each Work Order accurately, efficiently, and safely.

Only equipment purchases authorized in a Work Order will be reimbursable. For non-expendable equipment with a cost exceeding \$500, the Contractor shall provide an evaluation of the necessity or desirability of incurring such costs and three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

The Contractor shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this contract. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$500 or more. A copy of the inventory record must be submitted to the State upon request.

At the conclusion of the contract or if the contract is terminated, the Contractor may either keep the equipment and credit the State in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State procedures, and credit the State in an amount equal to the sales price. If the Contractor elects to keep the equipment, fair market value shall be determined, at the Contractor's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the State and Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the State.

**Tire Damage.** Tires on construction equipment at remediations may be damaged in excess of normal wear due to the composition of the materials handled and/or terrain. In such cases, the Contractor may request to be compensated for anticipated tire repairs in the Work Plan. If approved, the replacement reimbursement will be prorated based on the evaluation of the remaining life of the tire. Work performed by subcontractors will be subject to the agreed upon requirements and markup.

**TABLE B1  
CONTRACTOR COST MARKUPS  
(Not to Exceed)**

Labor actual wage <sup>1</sup> .....	33%
Office support employees <sup>2</sup> .....	0%
Contractor-owned equipment.....	15%
Rental equipment .....	15%
Materials .....	15%
Subcontractor/special services .....	10%
Non-hazardous material transport and disposal.....	10%
Hazardous material transport and disposal .....	10%
Other authorized services and materials .....	5%

<sup>1</sup> Markup may be applied to the actual wages, which shall include basic hourly rate and any employer payments to or on behalf of the workmen for health, welfare, pension, vacation, and similar purposes. See attached example calculation presented in Table B3.

<sup>2</sup> The rates specified in this Exhibit for Office Support Employees are fully loaded rates including all wages, employer payments, overhead, and profit.

**TABLE B2  
OFFICE SUPPORT EMPLOYEE RATES**

LABOR CATEGORY	EMPLOYEE	HOURLY RATE
Senior Manager	[REDACTED]	\$120.00
Program Manager	[REDACTED]	\$90.00
Project Manager	[REDACTED]	\$70.00
Project Engineer (unregistered)	[REDACTED]	\$65.00
Site Safety	[REDACTED]	\$62.00
Technician	[REDACTED]	\$58.00
Clerical/Administrative	[REDACTED]	\$47.25
Clerical/Secretarial	[REDACTED]	\$37.80

**TABLE B3  
 EXAMPLE PREVAILING WAGE BILLING RATE CALCULATION**

CLASSIFICATION	RATE TYPE	EMPLOYER PAYMENTS										TOTAL BILLING RATE <sup>c</sup>
		BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	HOLIDAYS	VACATION AND	OTHER PAYMENT	ACTUAL WAGE	MARKUP (33%) <sup>a</sup>	LABOR SURCHARGE <sup>b</sup>		
Group 3 Laborer <sup>d</sup>	Straight-time	\$22.89	\$5.14	\$3.57	\$2.28	\$0.48	\$0.00	\$34.36	\$11.34	\$5.84		\$51.54
Group 3 Laborer <sup>d</sup>	Overtime (1 1/2X)	\$34.33	\$5.14	\$3.57	\$2.28	\$0.48	\$0.00	\$45.80	\$15.11	\$6.87		\$67.78

<sup>a</sup> Markup specified in Table B1 and shall be applied to actual wage only.

<sup>b</sup> Labor surcharge set forth in the Department of Transportation publication "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is accomplished (17 percent for straight time and 15 percent for overtime through March 31, 2006).

<sup>c</sup> Total billing rate = actual wage + allowable markup + labor surcharge

<sup>d</sup> Laborer, Group 3, Northern California, determination NC-23-102-1-2005-1, issued 22 AUG 2005, used for illustrative purposes only.

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

1. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the CIWMB shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **BANKRUPTCY:** In the event proceedings in bankruptcy are commenced against the Contractor, or if Contractor is adjudged bankrupt, or if a receiver is appointed and qualifies, then the CIWMB may terminate this Agreement by giving Contractor five (5) days written notice.
3. **CALIFORNIA WASTE TIRES:** Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.

4. **CONTRACT MANAGEMENT:** The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but the Board reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without the CIWMB's Contract Manager's prior written approval. The CIWMB may change the Contract Manager by notice given to the Contractor at any time. The CIWMB staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, the CIWMB's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CIWMB's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of the CIWMB's staff for coordination or monitoring functions.
5. **CONTRACTOR EVALUATIONS:** The CIWMB will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by the CIWMB for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, the CIWMB will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, the

CIWMB shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to the CIWMB and the DGS. The CIWMB and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).

6. **CONFIDENTIALITY/PUBLIC RECORDS:** The Contractor and the CIWMB understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. The CIWMB agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to the CIWMB, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. **CONFLICT- FUTURE BIDDING LIMITATION:** Pursuant to Public Contracts Code section 10365.5:
  - (a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
  - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
  - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. **CONSULTING SERVICES:** If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.
9. **COPYRIGHTS AND TRADEMARKS:** The Contractor shall assign to the CIWMB any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of the CIWMB. Such title will include exclusive copyrights and trademarks in the name of the CIWMB. Upon written request by the Contractor, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Contractor to retain all or any part of the ownership of these rights.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CIWMB, shall include a notation on the inside cover as follows:

"Prepared as part of CIWMB contract number (Insert), Total Contract Amount (Insert), pursuant to Government Code Section 7550."

10. **DELIVERABLES:** All documents and/or reports drafted for publication by or for the CIWMB in accordance with this contract shall adhere to the CIWMB's Guidelines for Preparing CIWMB

Reports (available upon request) and shall be reviewed by the CIWMB's Contract Manager in consultation with one of the CIWMB's editors.

11. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
12. **ENVIRONMENTAL JUSTICE:** In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (Government Code Section 65040.12(e)).
13. **FORCE MAJEURE:** Neither the CIWMB nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. **GRATUITIES:** The CIWMB may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of the CIWMB, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. **IMPRACTICABILITY OF PERFORMANCE:** This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or the CIWMB premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. **INSURANCE:** When required, the Contractor must provide: 1) a Certificate of Insurance insuring the CIWMB, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to the CIWMB within ten (10) days after notification of the CIWMB's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to the CIWMB.

The Certificate of Insurance must be in effect and shall include the following terms and conditions:

- A. The CIWMB, its officers, agents, employees, and servants shall be included as additional insured.
- B. The dates of inception and expiration of coverage shall be specified.
- C. A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- D. The insurer will not cancel the insured's coverage without thirty days prior written notice to the CIWMB.
- E. The CIWMB is not liable for the payment of premiums or assessments on said policy.
- F. The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the CIWMB may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. **LIABILITY FOR NONCONFORMING WORK:** The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, the CIWMB, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the CIWMB for any additional expenses incurred to cure such defects.

18. **LICENSE OR PERMITS:** The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the CIWMB may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

19. **LIQUIDATED DAMAGES:** It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by Board Staff, and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that the Board will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Board will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the Board the sum of \$1,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of Board staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the Board may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state.

20. **OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS:** The CIWMB will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to the Board upon request. The CIWMB will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.

21. **PATENTS:** The Contractor assigns to the CIWMB all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement. Upon written request by the Contractor, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Contractor to retain all or any part of the ownership of these rights.
22. **PUBLICITY AND ACKNOWLEDGEMENT:** The Contractor agrees that it will acknowledge the CIWMB's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
23. **RECYCLED-CONTENT PRODUCT PURCHASING:** In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment A). For assistance in locating recycled-content products, please search the recycled-content product database available at: [www.ciwmb.ca.gov/RCP](http://www.ciwmb.ca.gov/RCP). If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify the CIWMB's Contract Manager. All recycled-content products purchased or charged/billed to the CIWMB that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. If the contractor does not feel 100% PC paper is appropriate for the publication, such as one with many full color photos, the contractor shall suggest a lower PC paper. However, no paper shall be used containing less than 30% PC fiber. All papers containing less than 100% PC fiber must be approved by the contract manager prior to the substitution. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for the CIWMB's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

24. **REMEDIES:** Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
25. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the Contractor shall file a "Notice of Dispute" with the CIWMB, Director or his/her designee with ten (10) days of discovery of the problem. With ten (10) days, the Director or his/her designee shall meet with the Contractor and CIWMB Project Manager for the purpose of solving the dispute.
26. **STOP WORK NOTICE:** Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
27. **SUBCONTRACTORS:** All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to the CIWMB. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or Executive Director. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive

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

28. **SUCCESSORS:** The provisions of this Agreement will be binding upon and inure to the benefit of the CIWMB, the Contractor, and their respective successors.
29. **TERMINATION:** The CIWMB shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
30. **UNRELIABLE LIST:** Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to the CIWMB a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of Contractor on the CIWMB Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on the CIWMB Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

31. **WASTE REDUCTION:** In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.
32. **WORK AUTHORIZATION:** If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manger will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by the CIWMB to the Contractor, the Contractor's estimated time schedule and person hours,

billing rates and total cost of the work authorization.

- A. All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.
- B. The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the time lines for completion of duties to be performed at the time of assignment.
- C. The CIWMB reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.
- D. Each work authorization will be numbered sequentially.
- E. The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
  - 1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
  - 2. Augment the work authorization budget; or
  - 3. Authorize the Contractor to complete the work for the actual costs; or
  - 4. Terminate the work authorization.

Prior to exceeding the approved budget, approval must be secured in writing from the Contract Manager and the work authorization must be modified to reflect the change. If the problem occurs because the Contractor is in fault, the Contractor will absorb the additional costs.

CCC-1005

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

RECYCLED-CONTENT CERTIFICATION

STATE OF CALIFORNIA  
California Integrated Waste Management Board  
CIWMB 74C (Revised 2/03 for Contracts)

**Recycled-Content Certification for Contracts**

Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CIWMB contract manager. This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's

Name \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Fax \_\_\_\_\_ E-mail \_\_\_\_\_ Web site \_\_\_\_\_

Item/Row Number	Quantity	Unit of Measure	Dollars	Product Manufacturer and number	Product Description	Product Category <sup>1</sup>	Postconsumer Material (Percent) <sup>2</sup>	Secondary Material (Percent) <sup>3</sup>	Virgin Material (Percent) <sup>4</sup>	Total Percent <sup>5</sup>
										100%
										100%
										100%
										100%
										100%
										100%
			<b>Total:</b>							100%
			\$							

Public Contract Code sections 10233, 10308.5, and 10354 require all vendors and contractors to certify in writing, under penalty of perjury, to the State agency awarding a contract, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

Public Contract Code section 12205 (a) requires all State agencies to require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact percentage, of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

RECYCLED-CONTENT CERTIFICATION

Footnotes

1. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by cost, weight, or volume. If the product does not fit into any of the product categories, put "N/A." Common N/A products include wood products, textiles, aggregate, concrete, electronics such as computers, TV, software on a disk, telephone systems, printers, copiers, fax machines.

Product category State's recycled content requirements

- compost and co-compost (CO) landscaping materials, erosion control, weed control, decomposed organic yard, or food materials 50% TR 10% PC
- glass products (GL) windows, fiberglass (insulation), tiles, construction blocks, and flat glass sheets 50% TR 10% PC
- lubricating oils (LO) motor, transmission fluids, power steering, crankcase, transformer dielectric fluids, gear, hydraulic, industrial fluids, base stock, for tractors, vehicles, cars, trucks, and buses 50% TR 10% PC
- paint (PT) latex paint, interior/exterior, maintenance 50% TR 10% PC
- paper products (PP) paper janitorial supplies, corrugated boxes, paperboard (boxes, cartons, wrapping), hanging files, file boxes, building insulation, containers 50% TR 10% PC
- plastic products (PL) toner cartridges, carpet, office products, plastic lumber, buckets, waste baskets, benches, tables, fencing, clothing, packaging, signs, posts, binders, and buckets 50% TR 10% PC
- printing and writing paper (PW) xerographic, and higher-grade papers, high-speed copier paper, offset paper, forms, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and cover stock 30% PC
- solvents (SO) heavy printer cleaner, auto degreaser, parts cleaner 50% TR 10% PC
- steel products (ST) For steel products complete only dollars, product description, and product category column. Common steel products include automobiles, trucks, staplers, paper clips, steel furniture, scissors, pipe, plumbing fixtures, chairs, ladders, shelving 25% TR 10% PC

tire-derived products (TD) flooring, wheelchair ramps, playground cover, parking bumpers, truck-bed liners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mud flaps, posts 50% PC

tires (TI) passenger, truck, bus, trailer/equipment tires. 50% TR 10% PC

TR = total recycled-content PC = postconsumer

2. Postconsumer material is material derived from used or recycled material. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.
3. Secondary material is material derived from finished products or fragments of finished products of a manufacturing process that have not been used. An example would be a manufacturer's paper trimmings put back into the manufacturing process for new products. Secondary material is generally any material (product) that did not get to the consumer or was never used prior to being recycled. Secondary material does not include postconsumer material.  
Example: If copy paper contained 20 percent postconsumer material, the remainder will be virgin material. Indicate 20 percent in the Postconsumer column and 80 percent in the Virgin Material column. If it contained 20 percent postconsumer material and 40 percent secondary material, indicate 20 percent in the Postconsumer column, 40 percent in the Secondary Material column, and 40 percent in the Virgin Material column.
4. Virgin material is that portion of the product made from new or non-recycled material. The material is neither secondary nor postconsumer material.
5. The sum of the postconsumer column, the secondary column, and the virgin column must equal 100 percent.

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 27 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
IWM05067	1
REGISTRATION NUMBER	
39100406116232.1	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

California Integrated Waste Management Board

CONTRACTOR'S NAME

A.J. Diani Construction Company, Inc. (A.J. Diani)2. The term of this Agreement is April 1, 2006 through May 15, 2008  
Or upon final approval signature3. The maximum amount of this Agreement after this amendment is: \$5,000,000.00  
(Five million dollars and zero cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This Amendment revises Exhibit A (Scope of Work) as shown in the attached. The Scope of Work is revised in response to Office of the Governor Executive Order S-09-07, to allow for Angora fire structural debris removal.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services U.S. State	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
<u>A.J. Diani Construction Company, Inc. (A.J. Diani)</u>			
BY (Authorized Signature) 	JAMES A. DIANI President		DATE SIGNED (Do not type) <u>7/11/07</u>
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Jim Diani, President</u>			
ADDRESS <u>295 N. Blosser Santa Maria, CA 93456</u>			
<b>STATE OF CALIFORNIA</b>			
AGENCY NAME			
<u>California Integrated Waste Management Board</u>			
BY (Authorized Signature) 		DATE SIGNED (Do not type) <u>7/13/07</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Mark Leary, Executive Director</u>			
ADDRESS <u>1001 I street Sacramento, CA 95814</u>			
		<input checked="" type="checkbox"/> Exempt per: Office of the Governor Executive Order S-09-07	



## EXHIBIT A

### SCOPE OF WORK

1. The Contractor agrees to provide the California Integrated Waste Management Board (CIWMB), with remediation services as described herein.
2. The project coordinators during the term of this agreement will be:

#### CIWMB

Name: Brad Williams  
Phone: (916) 341-6351  
Email: bwilliam@ciwmb.ca.gov

#### AJ Diani

Name: ~~Riek James~~ Jim Diani  
Phone: (805) 925-9533  
Email: ~~riekj@diani.com~~ jimd@diani.com

3. Statement of Work

#### I. INTRODUCTION/OBJECTIVES

Pursuant to Public Resources Code (PRC) Sections 48020 et seq., the California Integrated Waste Management Board (CIWMB) administers the Solid Waste Site Cleanup Program (Program). In administering the Program, the CIWMB is authorized to expend funds directly for cleanups. The purpose of this contract is to provide environmental services where the CIWMB determines that the direct expenditure of funds is the appropriate method for site cleanup.

#### II. WORK TO BE PERFORMED

All work under this contract shall be completed in accordance with the State of California Department of Transportation publication entitled Standard Specifications, available for viewing at <http://www.ciwmb.ca.gov/Contracts/Forms/StdSpecs99.pdf>, that is in effect when the work is performed and the plans, special provisions, approved Work Plans, and instructions included in Work Orders issued under the contract.

The Contractor may be required to perform remediations at solid waste disposal sites and illegal disposal sites located in Northern California on an as-needed basis during the contract period. For the purpose of this contract, Northern California is defined as all counties within California located to the north of, and including, Monterey County, Kings County, Tulare County, and Inyo County. The Contractor will serve as backup for other environmental services contractors serving other geographic areas of California and may be required to work in those areas in case resources to perform required tasks in accordance with the CIWMB's requirements are unavailable.

Based on previous remediation contracts, as many as three different sites may be under remediation at any one time. The level of cleanup may vary significantly, but activities listed herein are expected to be required for up to three concurrent remediation projects. Firms interested in this contract must be able to provide staff with technical abilities, related experience, and sufficient workforce to ensure cost effective and timely remediation of sites selected for the Program. All Site Superintendents shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPR) in accordance with Title 29, Code of Federal Regulations (29 CFR), Section 1910.120 and Title 8, California Code of Regulations (8 CCR), Section 5192 and have appropriate experience to adequately perform the tasks outlined below.

Types of anticipated work include, but are not limited to:

1. Removal, transportation, and disposal of solid waste, as defined in PRC Section 40191, where recycling of the waste is not economically practical.
2. Collection, transportation, storage, transfer, and/or processing of materials suitable for recycling that would otherwise become solid waste.
3. Consolidation of solid waste and/or burn ash and construction of soil or other types of covers.
4. Site grading and construction of drainage systems.
5. Installation of erosion control systems and establishment of vegetative cover.
6. Construction of excavations, embankments, and placement of fill.
7. Installation of fencing, barriers and signs.
8. Performing trenching, drilling, and other activities for subsurface exploration in support of investigations of potential sites.
9. Identification, collection, segregation, removal, disposal, and/or recycling of hazardous waste as defined in California Health and Safety Code Section 25117, and other wastes encountered during solid waste cleanup.
10. Preparation of Work Plans. Work Plans shall include, but are not limited to, project work elements, a project schedule, a cost estimate, a site specific injury and illness prevention plan, and any other required documents.

### **III. TASKS IDENTIFIED**

All work under this contract will be performed through Work Orders issued to the Contractors. When Program staff determines the need for Contractor services under this Agreement, a Work Order will be issued. The Work Order will detail specific tasks or activities to be completed, provide a schedule for completion, and give a maximum cost for accomplishing the work. Work Order cost will be determined after discussions between the Contractor and Program staff and the preparation of a cost estimate by the Contractor.

The Contractor shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Contractor shall immediately notify Program staff of any condition or event that may interfere with completion of the work or which may require a modification in the Work Order. Program staff will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not authorized in writing by Program staff, will not be considered for compensation.

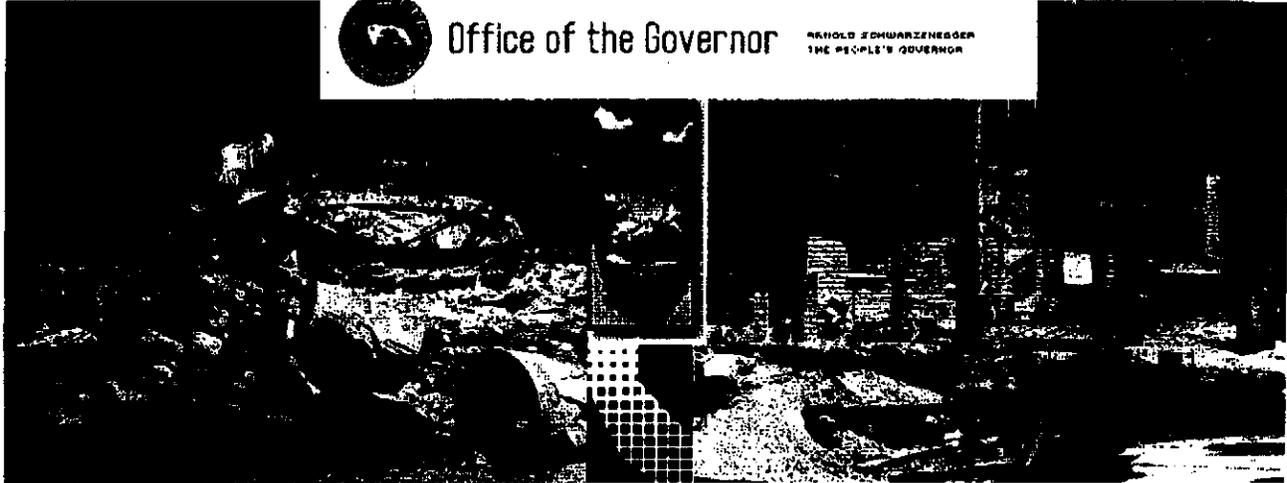
**IV. ANGORA FIRE STRUCTURAL DEBRIS REMOVAL, LAKE TAHOE, CALIFORNIA**

**The Interim Scope of Work and Project Specifications for the Angora Fire and Structural Debris Removal, Lake Tahoe, California, dated July 10, 2007 (Interim SOW), attached hereto as Attachment 1, is hereby incorporated by this reference and is made an addendum to this contract. The Interim SOW is a draft document and is subject to change and revision as further information is obtained by CIWMB engineers and consultants.**



Office of the Governor

REINHOLD EDHWARZENEGGER  
THE PEOPLE'S GOVERNOR



**INTERIM SCOPE OF WORK AND  
PROJECT SPECIFICATIONS**

FOR THE

**ANGORA FIRE STRUCTURAL DEBRIS REMOVAL  
LAKE TAHOE, CALIFORNIA**

**JULY 10, 2007**

Prepare By:

Todd Thalhamer, P.E.

California Integrated Waste Management Board

Solid Waste Cleanup Program

1001 "I" Street

Sacramento, California 95826

For:

County of El Dorado

Environmental Management

2850 Fairlane Ct., Bldg. C

Placerville, CA 95667

Version 2.0 – State Contractor Scope of Work

## **SUMMARY**

Per the Executive Order S-09-07, Office of the Governor of the State of California, the California Integrated Waste Management Board (CIWMB) staff has prepared this structural debris removal report for the County of El Dorado, Environmental Management, and CIWMB's cleanup contractor. This document is the first of two documents that treat the removal of the structural debris as a single organized project. A separate but similar document will be prepared for home owners who decide to opt out of the state sponsored cleanup process and perform the structure debris removal on their own. Additionally this document will be consider an interim report until all the supporting documents, such as the site specific health and safety plan, community safety plan, confirmation sampling plan are prepared by CIWMB consultant. The findings, information, and professional opinions are presented in accordance with generally accepted professional engineering methods and waste management strategies. Any questions or comments concerning this report should be referred to Mr. Todd Thalhamer at 916.798.5464 (cell) or by e-mail at [tthalhamer@ciwmb.ca.gov](mailto:tthalhamer@ciwmb.ca.gov). Mr. Thalhamer is a registered Professional Engineer in the State of California.

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## **1.0 Introduction**

On July 2, 2007, the Governor of the State of California, Arnold Schwarzenegger, issued executive order S-09-07, which declared a state of emergency in El Dorado County as a result of a wildfire (See Attachment A). This order stated that all State agencies with responsibility, regulatory authority or expertise related to recovery efforts in connection with the Angora fire shall cooperate fully and act expeditiously in coordination with the California Resources and Environmental Protection Agencies (Cal/EPA), to facilitate the mitigation of the effects of the fire and the environmental restoration of the Tahoe Basin

The order also states the following:

statutes, rules and regulations, as they apply to the removal, storage, transportation and disposal of hazardous and non-hazardous debris resulting from the fire and other requirements related to necessary restoration and related activities (including, but not limited to, solid waste facility permit requirements and conditions, waste discharge requirements for the storage and disposal of fire-related debris, waste discharge requirements for discharges of waste associated with emergency timber harvesting, prohibitions against discharges or threatened discharges of waste in stream environment zones, waste discharge requirements for emergency construction activities, waste discharge requirements and/or Water Quality Certification for discharges of fill material or pollutants) are hereby suspended to the extent necessary for expediting the removal and cleanup of debris from the fire, and for implementing the Angora Fire Resource Damage Assessment and Restoration Plan. The Secretaries for Environmental Protection and Resources shall use sound discretion in applying this suspension to ensure that the suspension of statutes, rules and regulations serves the purpose of accelerating the cleanup and mitigation of environmental harm, and the restoration of infrastructure damaged in the Angora fire while protecting public health and the environment, and shall maintain a public list of all such waivers and suspensions prominently on their websites. To the extent that it is within their administrative authority and discretion, the boards, departments and offices within the California Environmental Protection Agency shall expedite the granting of other authorizations, waivers or permits necessary for the removal, storage, transportation and disposal of hazardous and non-hazardous debris resulting from the fire, and for other actions necessary for the protection of public health and the environment.

Additionally the order stated that State agencies shall work with local officials to design and implement a comprehensive structural debris removal plan that will treat the removal of structural debris as a single organized project.

The objective of this document is to meet the above requirements and design a comprehensive structural debris removal plan. This document will be for the state

sponsored debris removal and a second document will be prepared for the private land owner who elects not to participate in the state sponsored debris removal. Both documents will require removal contractors to follow a set of specifications to mitigate known hazards and conditions to limit the impacts to the surrounding public, environment, and the national treasure known as Lake Tahoe.

As part of the executive order, the Cal/EPA assigned a number of tasks to agencies and boards in the Cal/EPA umbrella. The California Integrated Waste Management Board (CIWMB) was tasked to design and implement a structural debris removal plan for the Angora Fire in Lake Tahoe, California. The CIWMB will use the Solid Waste Cleanup Program to implement and oversee the structural debris removal. The CIWMB has mobilized its environmental contractor and consultant to begin the removal process from homes sites once the Right-of-Entry Permit for debris removal on private property is signed by the property owner.

The CIWMB has compiled this Scope of Work (SOW) and Project Specifications for the Angora Structural Debris Removal Project (ASDRP). Information related to this project was obtained from the Office of the Governor, Angora Incident, El Dorado County, Environmental Management, a review of the San Diego 2003 fires, and past CIWMB debris removals.

The CIWMB has authorized A.J. Diani Companies (i.e., environmental cleanup CONTRACTOR) to perform the structural debris removal for the County of El Dorado. This SOW will be provided to the County of El Dorado and other agencies for comment and review. Once comments are provided the CONTRACTOR will use this SOW to prepare their Work Plan. The SOW presents the overall removal plan for the state sponsored cleanup. Table 1 outlines agencies and project participants and their responsibilities relative to ASDRP.

**Table 1. SOW Project Responsibility**

Agency/Company	Contact	Responsibility/Assistance
El Dorado County, Environmental Management	[REDACTED]	On-site compliance, identifying household hazardous waste, community relationships, and county oversight.
El Dorado County, Building Department	[REDACTED]	Identifying hazards Concrete Structure Issues, Foundation Verification, and Address Establishment
El Dorado County, Department of Transportation	[REDACTED]	Establishment of erosion control devices on county roads and right-a-ways
El Dorado County, County Counsel	[REDACTED]	Legal Counsel for the incident and Right-of-Entry Permit issues
Cal/EPA - Lahontan Water Board	[REDACTED]	Local oversight and support Mult Agency Committee Lead for the Structural Debris Removal
Cal/EPA - CIWMB	[REDACTED]	CIWMB coordination with Cal/EPA and plan development

Cal/EPA - CIWMB, Solid Waste Cleanup Program	[REDACTED]	Implementation of a Board Item authorizing the debris removal, work orders for removal contractors, and invoicing.
Cal/EPA - CIWMB, Solid Waste Cleanup Program	[REDACTED]	Oversight of project, cost control, waste removal, identifying hazards, structural hazards, and project mgmt.
Cal/EPA - Department of Toxic and Substances Control	[REDACTED]	On-site review and support of issues related to hazardous substances
Cal/EPA - Lahontan Water Board	[REDACTED]	Local oversight and support
Cal/EPA - CAL Fire	[REDACTED]	TBA
Office of Emergency Services	[REDACTED]	Assist and encourage landowner to meet their responsibility for removing dead and dying trees.
Office of Emergency Services	[REDACTED]	Technical assistant and support with the overall plan and funding expertise the California Disaster Assistance Act
Office of Emergency Services	[REDACTED]	Technical support for debris removal
Office of Emergency Services	[REDACTED]	Technical support for the disaster
Tahoe Regional Planning Agency	[REDACTED]	Temporary Best Management Practices
South Lake Refuse	[REDACTED]	Local Waste Hauler and Disposal Consults
A. J. Diani Primary Contractor	[REDACTED]	Contractor responsible for removing structural debris and waste.
Sukut Construction	[REDACTED]	Subcontractor responsible for waste removal
L and B Environnemental	[REDACTED]	Subcontractor responsible for waste removal
LFR	[REDACTED]	Consultant responsible for field documentation, foundation verification, ash footprint, confirmation sampling, final reports
Network Environmental Systems, Inc.	[REDACTED]	Development of the Site Specific Safety Plan and Community Safety Plan
Doug Veerkamp General Engineering	[REDACTED]	Providing Water Tenders and waste hauling

### 1.1 Site Description

Over 254 structures were destroyed and 17 were damage during the 3,100 acre Angora Fire. A potential of 75,000 cubic yards of waste and debris have been identified for

removal. The sites vary in composition; some contain just foundations, ash and metal debris others are partially burned. This debris removal plan will cover all structural debris from the Angora Fire.

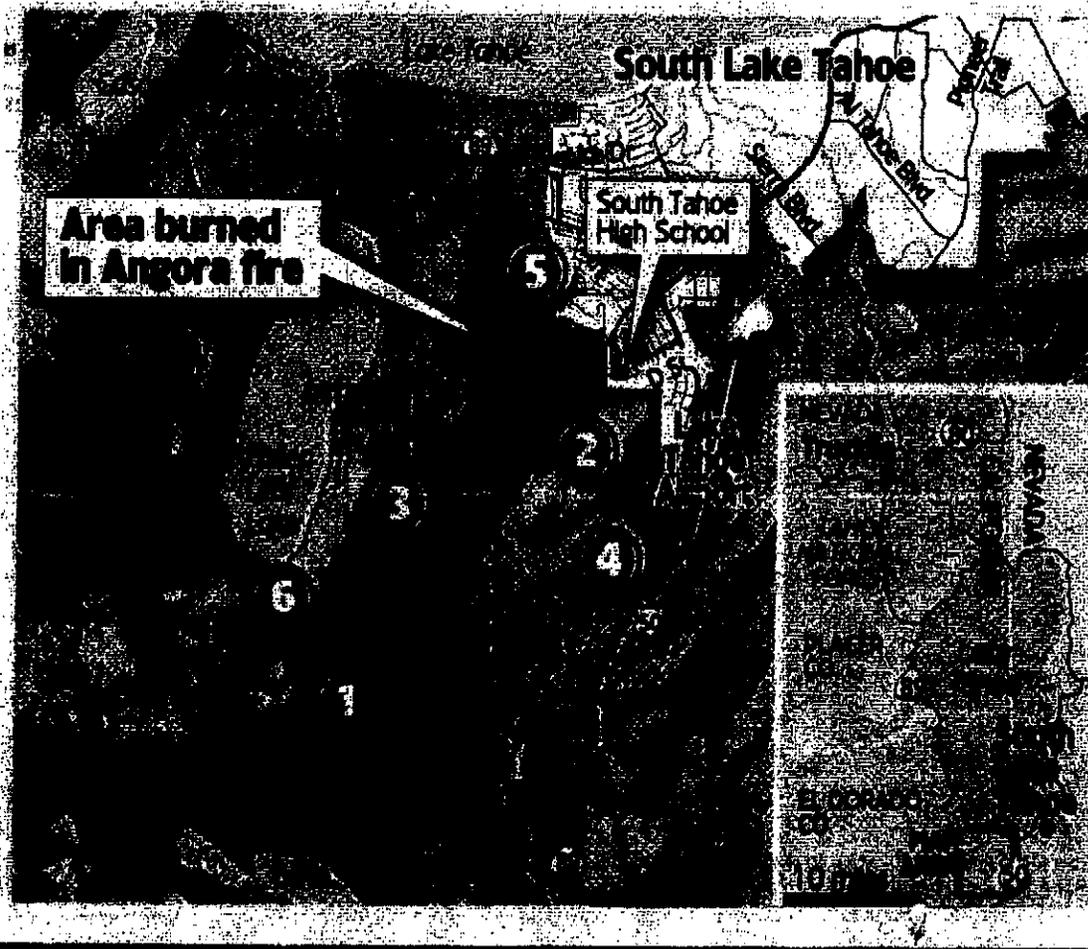
### 1.1.1 Site Ownership

The ownership of each structure debris site varies. Legal authority to enter each site will be handled by the County of El Dorado. No work by the CONTRACTOR will begin on private property unless the property owner signs the Right-of-Entry Permit (See Appendix B). Once the forms are signed debris removal may begin.

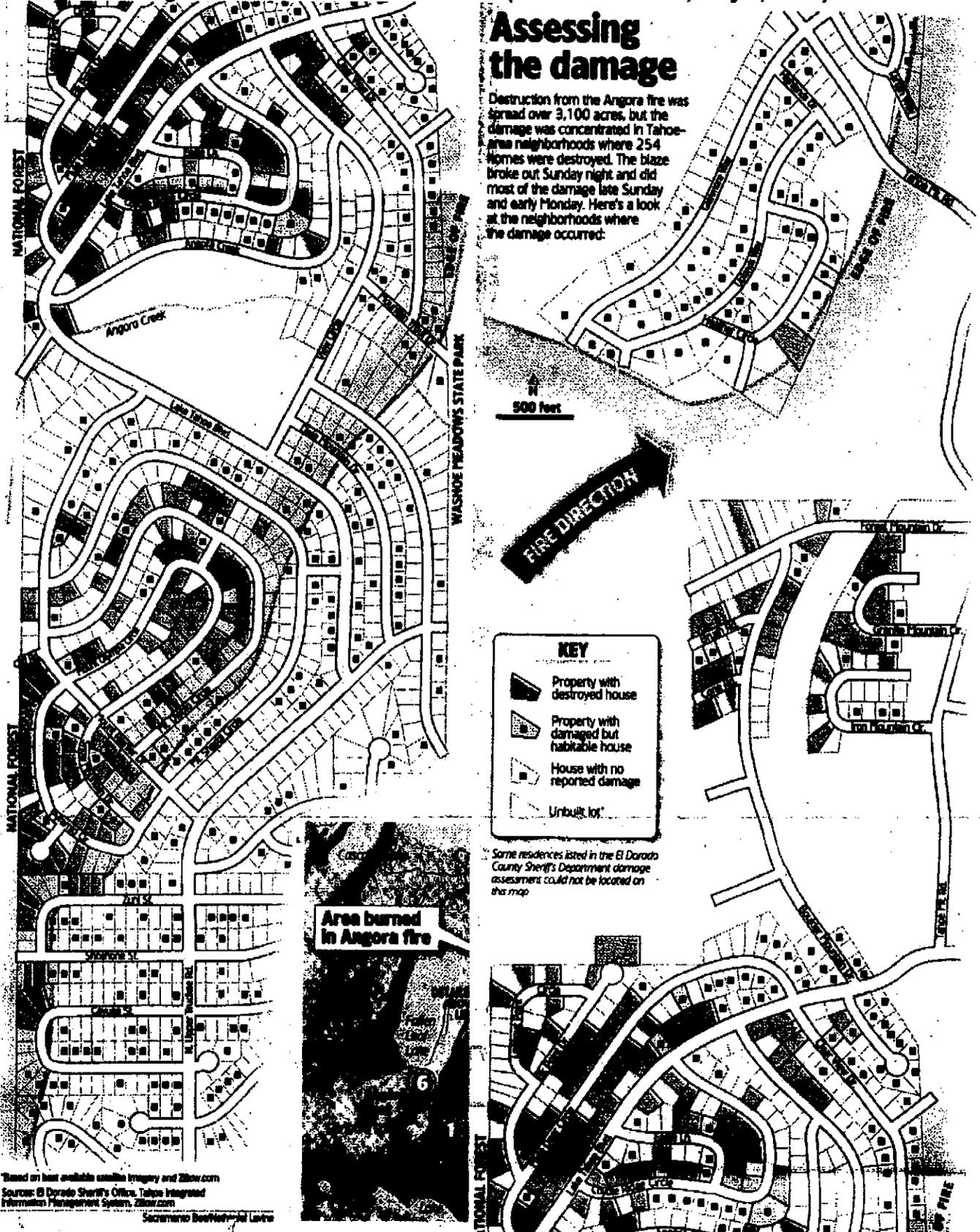
### 1.2 Vicinity and Site Maps

The Angora structure removal sites are located throughout the North Upper Truckee Road, Lake Tahoe Blvd, Boulder Mountain Road, and Tahoe Mt. Road in South Lake Tahoe, California. Figure 1 and Figure 2 provide site details.

Figure 1. Site Location Map (Source Sacramento Bee, July 1, 2007)



**Figure 2. Angora Structure Debris Locations (Sacramento Bee, July 1, 2007)**



Based on best available satellite imagery and Zillow.com  
 Sources: El Dorado Sheriff's Office, Tahoe Integrated  
 Information Management System, Zillow.com  
 Sacramento Bee/Staff Photo

### 1.3 Site Characterization

We know that ash and debris from residential structures that are consumed by wildfires contain concentrated amounts of heavy metals, such as arsenic, barium, beryllium, copper, chromium, cadmium, lead and zinc. This concentration of metals has been demonstrated in the Assessment of Burned Debris Report for the Cedar and Paradise Fires, San Diego County, California, December 2003.

Per executive order S-09-07 all the ash and debris may be transported to a local facility as long as the facility accepts the material. Also it is intended that the metal debris and concrete will be recycled to the extent as feasibly possible. Table 2 provides an estimated range of cubic yards of material per house.

**Table 2. Estimated Debris per Home Site to be Transported to an Appropriate Facility**

<b>MATERIAL</b>	<b>Cubic Yards</b>
Ash	10 to 50
Concrete Debris (Recycle)	20 to 50
Fire Place and Brick	5 to 50
Metal Debris (Recycle)	5 to 25
Other Debris	0 to 100

Based on a count of 254 homes destroyed and 17 damaged, the volume of debris may reach as high as 75,000 cubic yards.

### 1.4 Removal Costs

An initial cost estimate of \$25,000 per home for removal was used. The overall structural removal project may reach \$7 millions dollars. Removal costs may be as low as \$7,500 for the smaller homes and as high as \$45,000 for large homes with substantial concrete features and foundations. Daily project costs will be tracked and at the end of the project the removal cost will be shared by each home site. The cost per home will be based on the square footage foundation and associated structures and ash footprint.

### 1.5 Known Hazards

Depending on how much of the structure is present, the known hazards will vary. If just ash, the removal site will contain elevated level of heavy metals. All home sites located where burned trees will pose a fall hazard. Unstable chimneys will also be an extreme fall hazard. There is also a physical hazard (i.e., slips, trips, falls) from exposed glass and metals and unstable chimneys. Additionally the weather will also pose hazards from flash flood to lightning and high winds. Other hazardous material or medical wastes may be discovered during the removal. Utilities, such as electrical, gas, cable, telephone, and sewer, are present and need to be accounted for while removing the debris.

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## **2.0 Proposed Cleanup**

The following summarizes the tasks the CONTRACTOR will undertake during structural debris removal.

- 1. The CIWMB's CONTRACTOR will first inspect all structures at each site and evaluate hazards. Next CONTRACTOR will coordinate with local agencies and resources to determine what materials and tasks are required. (Note: No work on private property can begin until the property owner signs the Right-of Entry, no exceptions).**
- 2. The CONTRACTOR then shall provide the posts and address signs to the county to install. The CONTRACTOR will install site project signs and potentially address signs if need and appropriate/emergency erosion control to prevent the immediate issues with rainfall associated with thunderstorms. The CONTRACTOR will load and haul the damaged homes and solid waste (e.g., household garbage, wood debris, etc.) to the appropriate landfill and separate and haul white goods and metal debris to accepted facility for recycling. Dust emissions during all phases of the demolition will be controlled via a water spray.**
- 3. The CONTRACTOR will begin work on the destroyed home sites. The CONTRACTOR will first determine if the chimney poses a safety risk. If a risk is determined the chimney will be taken down with proper dust control. The CONTRACTOR will next remove all recyclable metal debris and ash debris with appropriate dust control measures. If feasible, once the metal debris and ash are removed, the concrete foundation or slab will be recycled. The slab or foundation may have to be pressure washed to ensure the concrete is not contaminated. After all debris is removed from the site, the CONTRACTOR will remove 6 to 12 inches of soil from the structural impacted area. Additional excavation may be necessary around the foundation/slab to remove ash and debris. This area may be a combination of the foundation or slab footprint plus areas of structural ash debris from sheds. Once completed, the area will be tested to ensure residual contamination is removed.**
- 4. After all debris is removed the CONTRACTOR will complete the erosion control issues. The erosion control devices shall be installed using the Tahoe Regional Planning Agency best management practice specifications. These specifications as of July 10, 2007 are still being prepared. (See Appendix ??).**
- 5. The CONTRACTOR will also be responsible for removing any other hazardous wastes except for household hazardous wastes discovered during the removal. Household hazardous waste will be segregated and stored on-site by the CIWMB for pickup by the County of El Dorado.**

## 2.1 Scope of Work

Major items of work anticipated in this project may include but is not limited to:

- Installing of project signs indicating removal progress;
- Establishing a operations center and providing site sanitation;
- Removing and disposal of solid waste and demolition debris, including waste tires;
- Segregating and sorting of recyclable metal debris and delivery to recycling facilities;
- Hauling of ash debris to an appropriate facility;
- Recycling concrete debris;
- Providing traffic control signs;
- Site contouring, posting of signs, and erosion protection;
- Cost tracking;
- Installing erosion control devices; and
- Removing trees that pose a safety hazard.

Additionally the CONTRACTOR will provide the following independent third party services for:

- Preparation of a site specific health and safety plan;
- Preparation of a community safety plan;
- Native soils background report
- Field documentation for each home site
- Confirmation sampling
- Final report for each home site

## 2.2 Work Plan

Table 3 supplies the disposal information to CONTRACTOR to assist in the development of their Work Plan. CONTRACTOR is responsible for contacting the individual companies below and determining if they are available and properly licensed.

**Table 3. Disposal Matrix for Materials**

<b>Material</b>	<b>Disposal Contact or Facility</b>
<b>Ash and Debris</b>	CONTRACTOR will be responsible for identifying the appropriate facility.
<b>Demolition Debris (Damage Homes)</b>	CONTRACTOR will be responsible for identifying the appropriate facility.
<b>Vegetation</b>	CONTRACTOR will be responsible for identifying the appropriate facility.
<b>Metal Debris</b>	CONTRACTOR will be responsible for identifying the appropriate metal recycler.
<b>Metal Discards (Appliances)</b>	Freon Extraction is REQUIRED for refrigerators. Check with above metal recyclers to determine if they are in compliance

	with the Metallic Discard Act. Note: Furnaces shall be checked for asbestos before disposal.
<b>Vehicles and Trailers</b>	Vehicles and/or trailers that <u>did not sustain</u> damage or vehicles and/or trailer that sustained minor damage will be left on the property. These vehicles and/or trailer may be moved by the CONTRACTOR to complete the debris removal.
<b>Burned Vehicles and Trailers</b>	If a vehicle or trailer has been burned, the vehicle or trailer will be treated as metal debris for rapid disposal. The CONTRACTOR shall ensure all the fluid has been removed from the vehicle and/or trailer before transport. All fluids from the vehicle and/or trailer shall be properly collected and disposed.
<b>Tires</b>	CONTRACTOR will be responsible for identifying the appropriate tire hauler.
<b>Hazardous Waste</b>	CONTRACTOR will be responsible for identifying the appropriate facility.
<b>Household Hazardous Waste (HHW)</b>	<u>Unlikely.</u> The County of El Dorado has performed a HHW sweep of the impacted area. If HHW is discovered the HHW will be segregated by the CIWMB and/or the CONTRACTOR to a temporary on-site storage. As necessary the County of El Dorado will collect and transport HHW to the County facility @ no charge to the CIWMB and or CONTRACTOR.
<b>Dead Animals</b>	If dead animals are discovered, they will be disposed of with the ash and debris.
<b>UXO (Unexploded Ordinance)</b>	<u>Unlikely.</u> With the high temperatures from a forested wildland fire the likelihood of discovering any UXO is remote. If UXO is discovered the CONTRACTOR shall notify the CIWMB so proper disposal can occur by the County of El Dorado. Small arms ammo may be found in the damaged homes.
<b>Radioactive Debris</b>	<u>Unlikely.</u> All impacted lots will be screened for radiation before removal. If radioactive debris is encountered, the material will be removed and properly disposed of by the CIWMB and its CONTRACTOR.
<b>Medical Waste</b>	<u>Unlikely.</u> If medical wastes are discovered, they will be properly bagged and transported to the appropriate facility by the CIWMB and its CONTRACTOR. Small quantities of sharps (e.g., needles and illegal drug items) will be removed and disposed of through the CIWMB and its CONTRACTOR. CIWMB Site engineer will use sharp "mail-back" containers provided by CONTRACTOR.

2.2.2 Schedule

Prior to beginning work, CONTRACTOR shall submit a proposed schedule of operation. The schedule may be in a bar chart or CPM format at the option of CONTRACTOR.

### 2.2.3 Sequence of Operation

Scheduling and coordination of construction activity shall be the sole responsibility of CONTRACTOR within the following limitations:

- The CIWMB and the County of El Dorado will determine which zone the CONTRACTOR will begin work. Tentatively three zones (Zone A, Zone B, Zone C) have been identified. (See Appendix C)
- All work shall be performed between the hours of 8:00 A.M. to 6:00 P.M., Monday through Saturday, unless authorized by the CIWMB engineer and the County of El Dorado. A daily briefing will commence at the operations center at 7:30 AM every day of operation.
- All construction equipment working within the residential zones shall maintain a speed of **15 mph or less.**

## 2.3 General Conditions

### 2.3.1 Notices

CONTRACTOR shall notify Underground Services Alert (USA) at least 48 hours prior to any excavation.

CONTRACTOR shall notify the local fire department prior to commencement of work.

CONTRACTOR shall notify the local power provider prior to removal of any damaged structure to ensure the electrical power has been shut off.

CONTRACTOR shall notify CIWMB at least 48 hours prior to commencement of the cleanup project. CONTRACTOR will use caution around all trees. Only trees marked by the CIWMB may be removed.

If CONTRACTOR discovers household hazardous materials, the site superintendent will segregate the material in a safe area and contact the project engineer/manager. The material will be removed by the County of El Dorado, Environmental Management..

### 2.3.2 Dust Controls

CONTRACTOR shall provide water or dust palliative, or both, to prevent dust nuisance at each site. **Dust resulting from Contractor's performance of the work shall be controlled at all times during this project.**

### 2.3.3 Waste Load Controls

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All loads shall have a tracking system to indicate material leaving the site.

All loads shall be wetted down before leaving the site. All loads shall be covered with a tarp; this includes metal debris. Concrete loads are exempt from a tarp provided the loads are wetted prior to leaving. If concrete loads generate dust, then the loads must be wetted and tarped.

#### 2.3.4 Cost Controls

CONTRACTOR and the CIWMB Engineer shall update cost of the removal on a daily basis. The CONTRACTOR will be responsible for establishing a daily cost tracking spread sheet.

#### 2.3.5 Traffic Control

At a minimum the CONTRACTOR shall post "Construction Ahead" signs 300 feet in both directions of work zone to warn vehicle traffic of the removal work. Safety cones shall be placed along the work area to control site vehicle traffic.

#### 2.3.6 Equipment Controls

All removal equipment supplied by the CONTRACTOR should have glass enclosures and weigh less than 65,000 lb. The goal is to use equipment that minimizes the impact to the local roadway while completing the removal. For example, excavators should be smaller or equal to a 325 Caterpillar or equivalent and front end loaders should be small or equal to a 950 Caterpillar or equivalent.

#### 2.3.7 Pavement and Drainage Projections

The CONTRACTOR at all times will protect the edge of pavement and county drainage features as feasibly possible.

### 2.4 Safety

The CONTRACTOR shall, at all times, operate equipment and perform labor in a safe manner to ensure the safety of its employees and the public. CONTRACTOR must pay particular attention to operations around local road and take the necessary precautions. CONTRACTOR must note the number of power lines crossing the site, dead trees, chimneys, and all underground utilities.

The CONTRACTOR shall employ a third party industrial hygienist to develop a site specific health and safety plan for the entire operation for the State Sponsored Removal and a Community Safety Plan.

In addition to site specific plan, CONTRACTOR will designate eating areas and supply a hand and eye washer and mobile sanitary facilities for each project site.

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### **2.4.1 Worker Safety**

Give the ash contains elevated levels of heavy metals; an exclusion zone will be setup around the contaminated area during removal. All personnel entering this area will be initially required to wear level "C" protective attire. This level may be down graded based on industrial hygiene air sampling.

### **2.4.2 Industrial Air Monitoring**

The CONTRACTOR shall hire an independent third party, certified industrial hygienist to perform air monitoring for the duration of the project or until the industrial hygienist determines the site air monitoring may cease.

## **2.5 Special Provisions**

### **2.5.1 Appliance Recycling**

CONTRACTOR or their subcontractor shall provide for removal and disposal of material, which may require special handling such as various automobile or appliance components.

Materials that must be removed from appliance and vehicles prior to crushing, baling or shredding for recycling include:

- Chlorofluorocarbons (CFCs) and hydrofluorocarbons (HCFCs) used as refrigerants.
- Polychlorinated biphenyls (PCBs) known to be contained within motor capacitors and fluorescent light ballasts.
- Used oils as defined in Article 13 of Chapter 6.5 of the Health and Safety Code (includes lubricating fluids, compressor oils, and transmission oils).
- Sodium azide canisters in unspent automobile air bags.
- Antifreeze in coolant systems.
- Mercury that may be found in thermometers, thermostats, barometers, electrical switches, and batteries.

The CONTRACTOR shall maintain accurate records detailing the removal and disposal operations involving all such materials, and shall provide the Engineer with all manifests and/or documentation pertaining to the work.

### **2.5.3 Potential Earthwork**

No more than 50 cubic yards of clean soil will be place on any one site with out written authorization from the County of El Dorado and the CIWMB engineer. If fill material is necessary the soil shall be placed in thin lifts. Lifts shall not exceed 8 inches uncompacted and be applied within 3 percent of optimum moisture content or as directed by the Engineer. The lift shall be compacted with a target compaction of 90 percent of the maximum dry density as determined by ASTM D 1557.

## 2.4.5 Project Signs

### Notification Sign (TBA- minimum of 2)

The sign shall consist of 2-foot by 4-foot sheet of 3/4-inch-thick plywood or smooth fiberboard painted with at least two coats of water-based white paint. All surfaces and edges shall be sanded and painted to produce a homogenous surface free of blemishes and color variations.

Posts supporting the sign shall consist of one 4-inch by 4-inch wood post or equal with length sufficient to place in a 5-gallon pail with concrete.

Lettering shall conform to the following:

<p style="text-align: center;"><b>Angora Structural Debris Removal Project</b></p> <p style="text-align: center;">FUNDED BY</p> <p style="text-align: center;"><b>Governor's Office of Emergency Services</b></p> <p style="text-align: center;"><b>California Disaster Assistance Act</b></p> <p style="text-align: center;"><b>County of El Dorado,</b></p> <p style="text-align: center;"><b>California Integrated Waste Management Board (CIWMB)</b></p> <p style="text-align: center;">MANAGED BY</p> <p style="text-align: center;"><b>County of El Dorado, Environmental Management</b></p> <p style="text-align: center;"><b>CIWMB</b></p> <p style="text-align: center;">WORK BEING PERFORMED BY</p> <p style="text-align: center;"><b>A. J. DIANI COMPANIES</b></p> <p style="text-align: center;"><b>For More Information Please Call 530.573.3450</b></p>
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### Address Sign (County of El Dorado)

A total of (TBA – max 264) reflective aluminum signs will also be required. The sign dimension should be 6 inches in width and 24 inches in height. The background shall be a reflective green and all the text shall be white. The County of El Dorado will reestablish all address. Each sign shall be mounted on a steel post. The numbering for the address shall be at minimum of 4" in height. An example is provided below.



## Site Sign

A total of (TBA – max 264) white signs will also be required. These signs will be used for the coordination of the project with the various agencies. During the project each phase or agency issue will be signed off on the sign to indicate progress. Each sign will be 12 inches in width and 18 inches in height. The background shall be white and all the text shall be black. A sample is provided below.

**Angora Debris Project Sign**  
**County of El Dorado and Cal/EPA**

Parcel # \_\_\_\_\_  
Address \_\_\_\_\_

Photo Documentation   
Impacted Area   
Foundation Verification   
Removal Complete   
Confirmation Sampling   
Erosion Control   
County Approval

California Department of Waste Management Board

## 2.5 Erosion Control

Erosion control for this project is critical. Lake Tahoe's rain season begins on July 1 and at times rain fall can be heavy due to thunderstorms. Prior to the removal of the structure some erosion control will be necessary to prevent the migration of contaminants off site. Work may consist of installing silt fences, installing erosion control, and other work necessary for improving site stability. Erosion control shall be performed in accordance with these specifications and as directed by the Engineer. Additional erosion specifications will be provided by the Tahoe Regional Planning Agency.

### 2.5.1 Materials

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**2.5.1.1 – Reserved for Tahoe Regional Planning Agency (TBA)**

**2.5.1.2 Erosion Control Blanket**—Erosion control blanket is a carpet-like material manufactured for the purpose of holding the soil and seed in place on steep slopes. It consists of organic, biodegradable mulch, such as straw, curled wood fiber, coconut fiber, or a combination of these materials. It is commercially manufactured and delivered to the site in rolls. These materials are evenly distributed on or between photodegradable polypropylene or biodegradable natural fiber netting.

**2.5.1.3 Anchors**—Anchors shall be any device recommended by an erosion control blanket manufacturer for securing the erosion control blanket to the soil surface. Anchors are also any metal or wooden stake that is appropriately used to secure straw bales or silt fences when used for sediment control structures.

**2.5.1.4 Netting**—Netting shall be biodegradable paper, plastic, jute, cotton netting manufactured for the purpose of securing straw mulch to the soil surface. The netting material shall be approved by the CIWMB staff prior to its installation.

**2.5.2 Erosion Control**—Work shall consist of furnishing and applying erosion control materials. The work includes proper material handling, area preparation, proper application of the erosion control materials and structures, and stand maintenance for the areas shown on the Plans.

**2.5.2.1 Soil Preparation**—Soil preparation shall include all work necessary to prepare designated areas to receive the erosion control materials. Soil preparation work shall be performed under favorable weather and soil moisture conditions as determined by accepted local practice so as to preclude excessive soil compaction.

**2.5.2.1 Seeding**—Seed shall be applied either mechanically in a dry condition or with hydraulic seeding equipment, at the option of the Contractor. The seed shall be distributed uniformly throughout the seeded area by hand. The basic seed mix will be TBA or equivalent.

**2.5.2.3 Silt Fence**—Install silt fences as directed by the engineer. Six inches of the fence should be buried in a trench along the base of the fence. The posts shall be spaced a maximum of 10 feet apart and driven into the ground a minimum of 18 inches. Sediment shall be removed from the up-slope side of the fence when it reaches 1/3 the height of the fence.

**2.5.2.4 Erosion Control Blanket**—Install Erosion Control Blankets as directed by the engineer. Starting at the top of the slope, anchor the blanket in a 6-inch trench, backfill, and securely tamp the backfilled soil. Unroll blanket down-slope overlapping parallel and subsequent blankets a minimum of 3 inches. Secure the blankets with anchors along the overlaps and place a minimum of 2 to 3 anchors per square yard. The 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.

## 2.6 Materials

Materials shall be placed in accordance with the SOW or as specified by the engineer. The following materials have been identified for the removal:

- TBA Silt Fence
- TBA Straw bundles
- TBA Erosion Control Blankets
- TBA cubic yards of class II road base or equivalent
- TBA of grass seed

Quantities and location of the materials will be determined in the field by the engineer.

## 2.7 Permits

To provide an understanding of the permits necessary for CONTRACTOR to obtain for the project, Table 4 is presented.

**Table 4. Permit Matrix**

<b>Permit and Agency</b>	<b>Responsibility</b>	<b>Contact/Comments</b>
<b>Site Authorization Right-of-Entry</b>	County of El Dorado	Prior signatures by property owners will be required before work
<b>California Environmental Quality Act-</b>	Not Applicable	Emergency work as describe in Executive Order S-09-07
<b>1601 Stream Alteration, Dept. of Fish and Game (DFG)</b>	Not Applicable	Scope of Work does not include work in the stream bed. If material need to be removed from the stream, the CIWMB will contact DFG
<b>Storm Water Pollution Prevention Plan-RWQCB</b>	Not Applicable	Exempt per Executive Order S-09-07, however Best Management Practices will be required.
<b>Grading</b>	Not Applicable	Soil removal will be kept to a maximum of 50 cy per home
<b>Road Encroachment</b>	CIWMB and /CONTRACTOR	Emergency work
<b>Traffic Control</b>	CONTRACTOR shall supply	A minimum of two orange construction warning signs "Construction Ahead" and cones. Additional control device may be necessary

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		based on location
<b>Asbestos Notification</b>	Not Applicable	Exempt per Executive Order S-09-07. Also, residential buildings having four or fewer dwelling units are exempt from the notification process.
<b>Demolition Permit</b>	County of El Dorado	CONTRACTOR will obtain from the County of El Dorado
<b>Water Permit</b>	CONTRACTOR	CONTRACTOR shall obtain the necessary water permit to be used for dust suppression
<b>Hazardous Waste</b>	CONTRACTOR	CONTRACTOR shall use the appropriate hauler and disposal facility

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### 3.0 Project Completion

The CONTRACTOR will also be responsible for contracting out a third party consultant to prepare site reports. The independent consultant will be tasked with ensuring the removal of the ash and debris was successful from each property. The environmental consultant will perform confirmation sampling. The confirmation samples will be collected from the impacted structure area in native soil, at random locations, and analyzed for heavy metals (California Assessment Manual (CAM) 17 metals TTLC procedures, EPA Method 6010B).

A total of two confirmation samples per impacted area under 2000 sq feet will be collected. Should the area be greater than 2000 sq feet then one additional sample per 1000 sq feet of contamination (e.g., 3 per 3000 sq ft, 4 per 4000 sq ft, etc) will be collected.

The consultant will also prepare a background soil analysis in the fire area to examine the naturally occurring metal concentrations for comparison with the confirmation sampling.

A cleanup goal of 2 to 3 times background for this structure debris project will be established by the CIWMB and County of El Dorado. (This goal is pending approval from the incident)

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### **3.1 Documentation**

The consultant will also be task with designing a report to document each property cleaned up in the state sponsored cleanup. The report will document the removal with photo documentation, foundation square footage, impact from ash foot print (i.e., ash square footage),soil confirmation analysis, and total costs.

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**Appendix A**  
**Office of the Governor**  
**Executive Order S-09-07**

The Office of the Governor Executive Order S-09-07 is viewable at <http://gov.ca.gov/index.php?/print-version/executive-order/6846/>. This document is hereby incorporated by reference and made part of this agreement as if attached hereto.

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**Appendix B**  
**Tahoe Regional Planning Agency**  
**Temporary Erosion Control Plan**  
**BMPs**

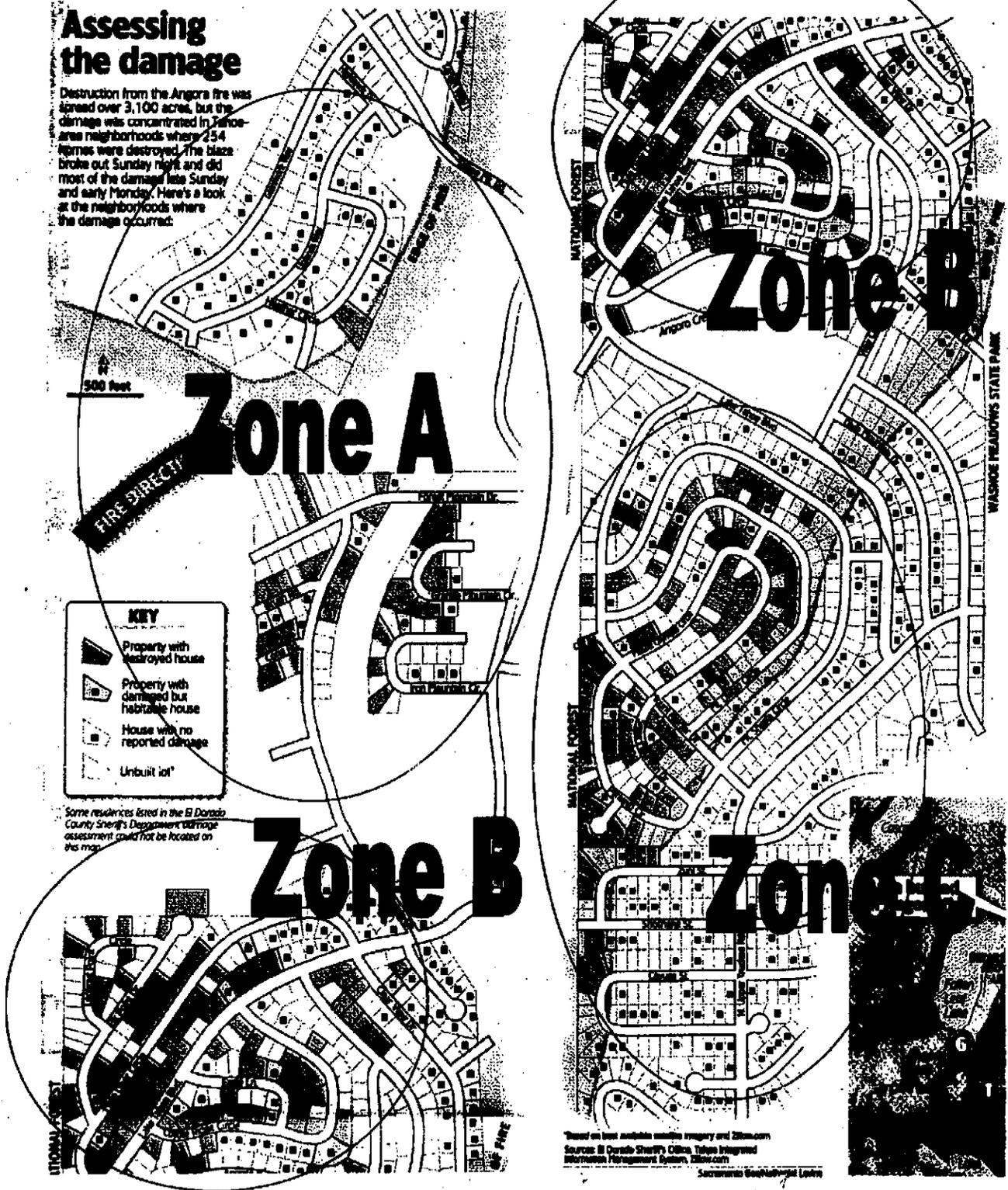
The Tahoe Regional Planning Agency Temporary Erosion Control Plan BMPs is viewable from the general website for TRPA guidance located at <http://www.tahoebmp.org/documents.aspx>. In particular, temporary BMPs start on page 16 of the 68 page document on BMP Contractor notes viewable at [http://www.tahoebmp.org/bmp\\_pdfs/BMP\\_Contractors\\_Notes.pdf](http://www.tahoebmp.org/bmp_pdfs/BMP_Contractors_Notes.pdf).

The Tahoe Regional Planning Agency Temporary Erosion Control Plan BMPs is hereby incorporated by reference and made part of this agreement as if attached hereto.

## Appendix C Work Zones

### Assessing the damage

Destruction from the Angola fire was spread over 3,100 acres, but the damage was concentrated in 260-acre neighborhoods where 254 homes were destroyed. The blaze broke out Sunday night and did most of the damage late Sunday and early Monday. Here's a look at the neighborhoods where the damage occurred:

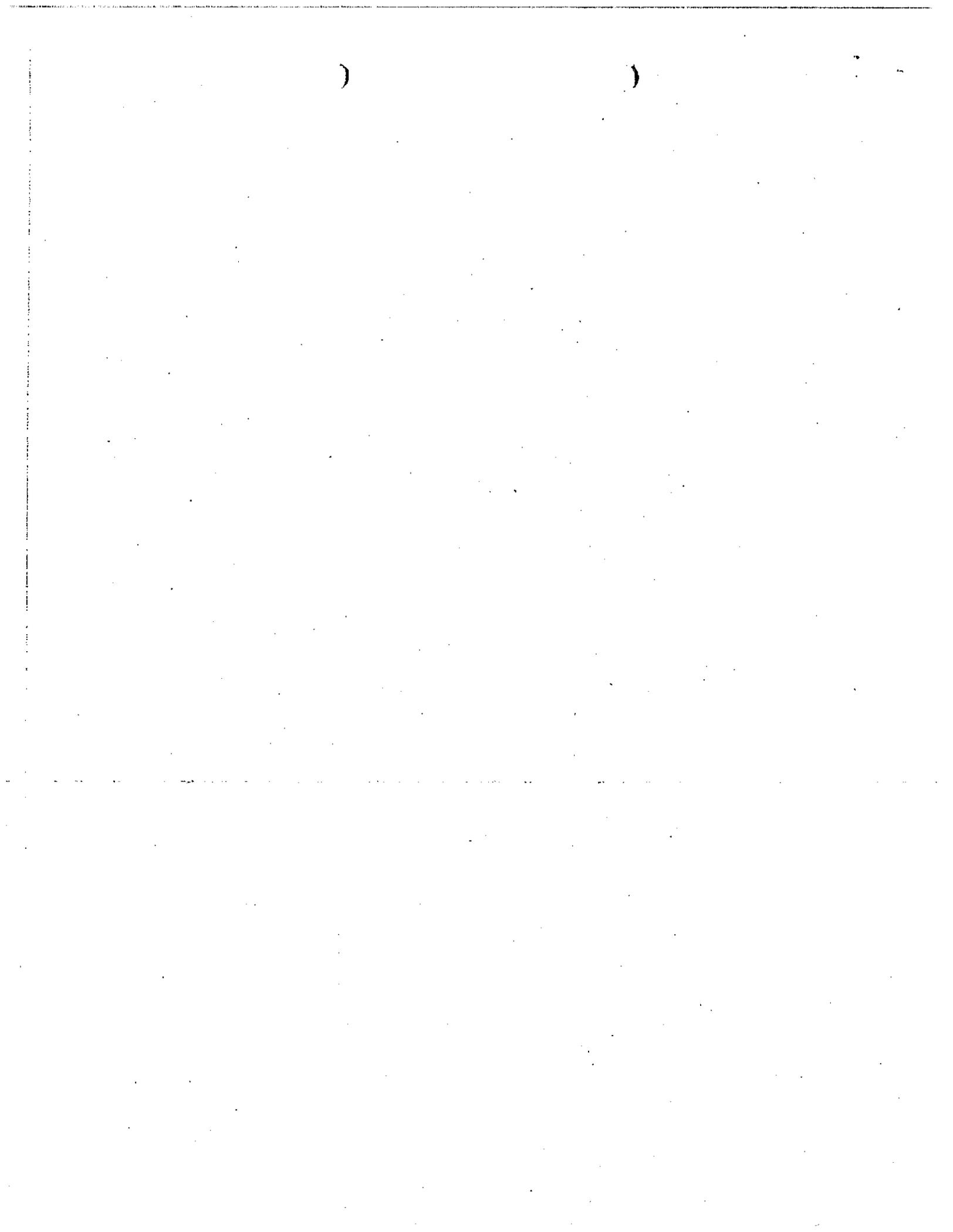


**KEY**

- Property with destroyed house
- Property with damaged but habitable house
- House with no reported damage
- Unbuilt lot

Some residences listed in the El Dorado County Sheriff's Department damage assessment could not be located on this map.

Based on best available satellite imagery and GIS.com  
 Source: El Dorado Sheriff's Office, Tahoe Integrated Information Management System, GIS.com  
 Sacramento Metropolitan Library



**STANDARD AGREEMENT A AMENDMENT**

STD. 213 A (Rev. 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

Pages

AGREEMENT NUMBER

AMENDMENT NUMBER

IWM05067

2

REGISTRATION NUMBER

39100406116232.2

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

California Integrated Waste Management Board

CONTRACTOR'S NAME

A.J. Diani Construction Company, Inc. (A.J. Diani)

2. The term of this Agreement is April 1, 2006 through May 15, 2008  
Or upon final approval signature

3. The maximum amount of this Agreement after this amendment is: \$9,050,000.00  
(Nine million fifty thousand dollars and zero cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Under Executive Order S-09-07 from the Office of the Governor, this Amendment adds \$4,050,000 (four million fifty thousand dollars) to the budget to pay for structural debris removal caused by the Angora fire. The total contract amount shall not exceed \$9,050,000 (nine million fifty thousand dollars).

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
A.J. Diani Construction Company, Inc. (A.J. Diani)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Jim Diani, President		
ADDRESS		
295 N. Blosser Santa Maria, CA 93456		
STATE OF CALIFORNIA		
AGENCY NAME		
California Integrated Waste Management Board		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	8/15/07	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Mark Leary, Executive Director		
ADDRESS		
1001 I street Sacramento, CA 95814		

Exempt per: Office of the  
Governor Executive Order S-09-07