

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Qwik Response Restoration & Construction with an address at 165 Aero Camino, Goleta, CA 93117 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program, which is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.; and

WHEREAS, U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance designate expenditure categories including Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons); and

WHEREAS, on August 31, 2021 the County Board of Supervisors approved \$1,482,500 in County American Rescue Plan Act (ARPA) funds for the first year of Encampment Response, including funding to provide sanitation services.; and

WHEREAS, the COUNTY solicited a Request for Proposals (RFP) for Sanitation Services at Homeless Encampments in Santa Barbara County; and

WHEREAS, CONTRACTOR represents that it is qualified and willing to provide such sanitation services; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Dinah Lockhart at dlockhart@countyofsb.org is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Cheyne Knight at Cheyne@qwikresponse.com is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Dinah Lockhart, Deputy Director

County of Santa Barbara
Community Services Department
Housing and Community Development Division
123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101
Office: (805) 568-3524
Fax: (805) 560-1091

To CONTRACTOR: Cheyne Knight
Qwik Response Restoration & Construction
165 Aero Camino
Goleta, CA 93117
805.962.6626 Office
805.451.3115 Cell
805.963.2165 Fax

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on January 12, 2022, and end performance upon completion, but no later than June 30, 2022 unless otherwise directed by COUNTY or unless earlier terminated. At the end of this term the County may exercise two optional one-year extensions.

180 days prior to the expiration of this Agreement, the parties shall confer and COUNTY shall decide whether to exercise the option to extend the Agreement or allow Agreement to expire. Pricing for each one year extension, if exercised, will be \$375,000 based on invoicing for work completed.

July 1, 2022-June 30, 2023 (2nd Year) at \$375,000
July 1, 2023-June 30, 2024 (3rd Year) at \$375,000

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. **NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such

financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBITS D and E attached hereto and incorporated herein by reference

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Qwik Response Restoration & Construction.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

"COUNTY"
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Joan Hartmann, Chair
Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
By: Juan Izquierdo
E1998503A430AB7...
Deputy Auditor-Controller

DocuSigned by:
By: Geo Chapjian
516A633ACF984E9...
George Chapjian
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEN
COUNTY COUNSEL

DocuSigned by:
By: [Signature]
D0A627A89DD64A5...
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

DocuSigned by:
By: Ray Aromatorio
D3DB8526E16F47F...
Risk Manager

"CONTRACTOR"
Cheyne Knight
Qwik Response Restoration & Construction

DocuSigned by:
By: Cheyne Knight
05800422299F45E...
Contractor

EXHIBIT A

Santa Barbara County Sanitation Services at Homeless Encampments Scope of Services

Methodology to include: Initial site planning visit (understand scope of project, identify permits or notifications); Pre-clean activities (delivery of waste receptacles); Clean-up (removal of waste); Post clean-up (provide documentation and report); Safety and compassion; and Flexibility.

General Specifications:

- All activities and expenditures must fall under Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) as outlined in the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, documented by post-clean-up reports and invoices.
- As directed by the County, provide turnkey homeless encampment site cleanup for a safe and clean site by removing large items, biohazardous material and other illegally dumped and encampment waste material.
- Encampment Sites are considered to contain a variety of materials that may contain hazardous materials, including biohazardous materials, garbage, general debris, human waste, constructed temporary shelter, and other items associated with homeless occupancy.
- Sites will be identified individually. The County will make an effort, when possible, to cluster several sites. Sites include under structures (e.g., bridges), open areas, vegetated ground cover, in roads right-of-way, abandoned structures (e.g., houses, sheds, outbuildings), and scrap material and/or tent-built shelter. If Contractor is equipped to provide confined space entry, site locations may occasionally require confined space entry cleanup. Property may be public or privately owned. The County will be responsible to give access to the site; however, Contractor will be required to coordinate all necessary permits as required, including permits.
- Site supervisor and worker(s) must be trained and certified in handling and disposal of hazardous materials.
- All sites will be approved by the County prior to accessing the site.
- Work shall be performed based on time and material. Documentation of employee hours, sub-consultant costs, equipment and material costs, and disposal costs shall be provided to the County.
- Prevailing wages must be paid for those individuals working on this Project, to include, landscape maintenance laborer, laborer – toxic waste removal, laborer – traffic control, and any other position as appropriate. Certified Payroll documentation is required to be submitted to the Department of Industrial Relations (DIR).

Duties and Responsibilities:

- Cleanup duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and approved handling and removal of all material. Disposal shall be at a site permitted to accept such materials.
- Contractor shall supply all labor, material, tools, protective clothing and gear, and equipment that is

required or needed to perform the work to handle, remove, transport, and dispose of the waste materials and leave a clean site.

- Contractor shall coordinate with the County on a site-by-site basis to determine the work order for each encampment. The work order will establish the site start date, estimated timeframe of the work, staging areas, traffic control, if required, and the name of the onsite representative.
- County shall post "notice to vacate" signs at the work site prior to the commencement of each removal project as established in the scope of work and as directed by County.
- Contractor shall provide all supervision and management of crews and sub-contractors and ensure all necessary safety procedures are followed. This individual will serve as the County's contact.
- Contractor shall work with outreach providers to provide bags and tags and identify and tag certain items as "personal property". Such items include but are not limited to items in good repair such as tents, backpacks, medication, eye glasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches, and clean clothing. The Contractor will transport identified property for storage to a site designated by County.
- Contractor shall photograph the illegal dumping or encampment site before and after cleaning and provide an electronic copy of each photograph to the County.
- Contractor shall notify the County when the work is complete and provide a cleanup report for each site, including total weight of debris removed.
- Contractor shall notify the County's designated representative in the event an adjacent homeless encampment is discovered in the general area during a project to obtain authorization prior to proceeding with any additional work that was not identified in the work scope.
- Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, solid personal hygiene items, syringes, and other materials which could pose a health threat.
- Contractor shall trim shrubs and vegetation, as required by the County, as a deterrent measure for future encampments.
- Contractor shall always perform work in a timely and efficient manner and in a courteous and business-like manner.
- Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

The County's Encampment Response Protocol provides the framework and specifics of assessing and resolving encampments; the Protocol for Closure/Removal of Encampments includes:

Identifying or providing alternate shelter before removing non-obstructing encampments

Prior to removing an encampment, the County must document offers of available, accessible housing or other shelter for encampment occupants. The alternate shelter shall be available to the encampment occupant starting on the date an encampment removal notice is posted and shall continue to be available until the encampment removal is completed. A daily list of shelter and housing alternatives will be maintained by Encampment Response Coordinator and shared with other staff as needed. The alternate shelter may include linkages to housing programs and shelter programs with or without day programs. Offers of shelter shall be made on an individual basis and, to the extent possible, be based on the

individual needs of each encampment occupant. In making offers of shelter, the County shall consider any applicable local, state or federal statute, case law, order or other guidance related to shelters and public health and safety. In making offers, the County shall also consider the eligibility or admittance criteria for a particular shelter. The County shall, to the extent possible, ensure that the individual offeree can satisfy the admittance criteria that may apply to the shelter offered. Information about warming and sobering centers may be provided as additional information only but shall not be considered to satisfy the requirement to offer alternate shelter.

Encampment removal and notice requirements

A notice shall be posted by the entity responsible for the property being closed/cleared, with the Encampment Response Team, on or near each tent or structure that is subject to removal stating: (1) the day the notice was posted; (2) the date the removal is scheduled; (3) the time range in which that date's removal will commence, which range may be no more than four hours; (4) where personal property will be stored if removed by the County; (5) how personal property may be claimed by its owner (6) the date when stored items will be disposed of; and (7) contact information for an outreach provider that can provide shelter alternatives. If individuals are present at the encampment, verbal notice and written notice shall if reasonably possible, be given to the individuals that the encampment is subject to removal as provided for in the posted notice. The notice shall be posted no fewer than 72 hours before an encampment removal and shall provide a removal date no more than 7 days after the notice posting date. If the action to physically remove the encampment is not commenced by the County within the removal date and time range provided in the notice, the County shall repost notice of the encampment removal before removal may occur. The County may diligently pursue to completion a removal properly commenced during the removal date and time range. The notice shall be printed in English, Spanish, and any other language the County determines would further the purpose of the notice. Nothing in this section shall prohibit the County from posting notice that the removal of a large encampment will occur over a period of several days, provided each day's operations start during the period identified in the notice. Some encampment sites include tents and structures separated by infrastructure such as off-ramps; removal operations may proceed through such sites so long as they start on some portion of the sites within the times specified on the notice. Posting of noticed shall be video-recorded by the posting officer(s) and saved/stored based on department protocol (currently a minimum of 3 years).

Outreach for encampment removals

Should shelter or other housing be available, it will be communicated to the occupants by the Encampment Response Team representatives or designated outreach/shelter staff in advance of the closure. Encampment Response Team representatives or designated outreach/shelter staff shall visit each encampment site at least once daily between the time that notice of removal is posted and the scheduled removal date; if the encampment dweller is present, visits may include sorting items for clearing/storage. Encampment Response Team representatives or designated outreach/shelter staff shall be present at the commencement of removal activities on the date an encampment removal is scheduled to start according to the posted notice and shall be available to offer shelter alternatives and other services (transportation, basic needs) until the encampment removal is completed. Encampment Response Team representatives or designated outreach/shelter staff may leave an encampment removal operation after outreach services have been refused by all people present at the site. Encampment

Response Team representatives or designated outreach/shelter staff shall return to a site if an individual requests services before the encampment removal is completed.

Storage of personal property removed from an encampment

The party(ies) removing the camp, designated by the County, shall offer to store personal property (when removing obstructions and immediate hazards, or when removing encampments). The County has no obligation to store personal property that is reasonably understood to be waste (for example, empty single-use food storage containers), hazardous (for example, a needle-strewn tent), or is reasonably expected to become a hazard during storage (for example, wet bedding materials). At the time of closure/removal of encampment, the County will make a cart with lock for personal storage available to each person residing in the encampment. Items will be packed by the owner, supervised by the County contractor. The contractor will relocate the storage cart to a secure site, and the property owner shall be notified how to access property. A contracted service provider would be available by appointment only, through a phone number, to provide access to retrieve belongings for up to 90 days. After 90 days, any remaining items would be disposed of.

Encampment Response Coordinator shall identify the site and the date of the encampment removal on a County web page. The notice posted on the webpage shall identify: (1) the dates personal property was removed from the site; (2) if the personal property was stored; and (3) how the stored personal property may be claimed by its owner. This notice shall not be removed by the County for a minimum of 10 days. The County shall maintain a log of personal property removed from an encampment. Personal property that is not recovered after 90 days from and including the day the property was stored may be discarded or donated by the County.

Encampment site cleanup

All County personnel, vendors, outreach workers, and other personnel necessary for an encampment removal and cleanup shall be present at the start of an encampment removal, and actions shall be video-recorded. The County shall take reasonable steps to segregate personal property (e.g. clothing) from material that is not personal property (e.g. park bench), provided the segregation does not pose a danger to the individual segregating the personal property from the other material. Tents and structures that were not previously posted with a notice but are in the immediate area of tents or structures that were posted with a notice may be removed if the tent or structure was placed in the immediate area after notices were posted. All personal property that is removed from the site shall be stored as provided for in the previous section of this document and may be recovered as provided for a subsequent section of this document. The County/contracted vendor may remove and dispose of personal property that is reasonably understood to be waste (for example, empty single-use food storage containers), hazardous (for example, a needle-strewn tent), or is reasonably expected to become a hazard during storage (for example, wet bedding materials). When a person refuses to leave the camp at the point of closure and all protocols have been followed regarding offers of alternative shelter and personal property, the matter may be referred to the Sheriff's Office. The Sheriff's Office will assess and determine next steps to gain compliance for the removal of the encampment.

If feasible given the location, fencing shall be considered for a minimum of 10 days in order to prevent re-encampment in the area. The Encampment Response Team will attempt to revisit closed areas to

prevent a reoccurrence of an encampment whenever possible. A reoccurrence may require the posting process begin again.

Post-encampment removal notice

A notice shall be prominently posted to fencing installed at the site where an encampment has been removed and the site cleaned up. The notice shall state: (1) the date the cleanup was performed; (2) whether personal property was stored by the County; (3) where the personal property is stored; (4) how any stored personal property may be claimed by its owner; (5) the date when stored items will be disposed; and (6) contact information for outreach personnel who can assist individuals with shelter alternatives and other services. This notice shall not be removed by the County for a minimum of 10 days. The department organizing the cleanup shall, within 2 business days of the cleanup, send electronic documentation of the cleanup to Encampment Response Coordinator in the format required for recording and updating the encampment record in Fulcrum.

Recovering stored personal property

Individuals claiming that personal property has been removed from an encampment may contact Encampment Response Coordinator, who will inform the individual how the property may be recovered. The individual shall describe the personal property with particularity. No identification is required for an individual to recover the property. The log of personal property shall indicate who received the recovered property. A contracted service provider may be available by appointment only, through a phone number, to provide access to retrieve belongings for up to 90 days. After 90 days, any remaining items may be disposed of. Storage and recovery of personal property shall be at no cost to the individual that owns the property.



QWIKRESPONSE
RESTORATION & CONSTRUCTION

Office 805-962-6626
800-655-6622
Fax 805-963-2165

info@qwikresponse.com

PROPOSAL

As of: 10/22/2021

Santa Barbara County Encampment Sanitation Services

Response to RFP Issued October 13, 2021

Company Overview

QwikResponse is a 3rd generation locally owned and operated family business in Santa Barbara. Our corporation was started in 1987, but my great grandfather was working in SB and handling water damaged rugs since the 1920's. My father still is working full time in the business and it continues to be family run. We have two additional locations in Santa Maria and Ventura.

We are a restoration and disaster clean-up company with a specialty in homeless encampments clean-up. We also have specialties in related fields of crime scene & trauma clean-up, police vehicle sanitation services, and COVID cleaning. Handling of hazardous materials is an everyday affair as we are also licensed in abatement of asbestos, lead and mold.

QwikResponse has been involved in local homeless encampment clean-up in Santa Barbara County since 2018 with projects ranging in size from miles of riverbed with large track loaders to small syringe collections. Some encampments have been occupied and we are cleaning around residents, others empty for full removal. Our team is experienced and trained to be respectful, non-confrontational and professional in their interactions. They are also trained in how to process personal belongings, human waste, syringes, drug paraphernalia, and other scenarios unique to homeless encampment clean-up.

QwikResponse is a licensed hazardous material hauler. Our waste streams are segregated and disposed of to the proper channels based on the material that we are working with.

Santa Barbara Corporate Office: 165 Aero Camino, Goleta, CA 93117
Ventura Office: 5960 Valentine Road, Unit 4, Ventura, CA 93003
Santa Maria Office: 3130 Skyway Drive, Unit 103, Santa Maria, CA 93455
Contractor License #629171



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Primary points of contact

Cheyne Knight (CEO)

3RD generation in QwikResponse, Cheyne has grown-up in the industry of disaster clean-up and restoration. Based on over 25 years of industry experience, there are not many scenarios that are new, and a large breadth of knowledge to pull from. Cheyne holds certifications in asbestos, lead, disaster response, and safety. This is complemented by a Masters degree in business and several years of large corporate experience as a business consultant which helps facilitate proper understanding and coordination with large organizations and public entities.

Cheyne is typically involved in initial job walks, project design, pricing, interfaces with management / board of directors & as a point of escalation.

Kevin Smith (Commercial Operations / Estimator)

Kevin has been lead in most all of the QwikResponse homeless encampment clean-up projects since 2018 and has over 15 years of industry expertise. Kevin has extensive experience interfacing with public agencies throughout Santa Barbara & Ventura including those listed below (see references) as well as with the hospital system, jail system, police system and public works. Certified in asbestos, lead, trauma, IICRC master restorer & hazmat, he fully understands how to safely remove hazardous materials & manage waste streams. He also understands the nuances of various homeless encampment scenarios and is great in asking the right questions to ensure a smooth and effective sanitation process.

Kevin will be running point on project design & implementation. He will be the primary point of contact for project management and daily operations.

Adrian Barraza (Sales & Operations Manager)

Adrian started working at QwikResponse in 1994 and has decades of experience in the industry. Adrian has extensive experience in working with the City of Santa Barbara, Santa Barbara Housing Authority and other public agencies in our area. Certified in asbestos, trauma, hazmat, safety & restoration, he is versed in all aspects of the industry. Adrian has managed several of the homeless encampment projects over the last several years in Santa Barbara County.

Adrian is back-up for Kevin or Cheyne in case one of us isn't available.



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Client References

Agency	Description of Work	Contact
County Of Santa Barbara	Homeless encampment clean-up throughout Santa Barbara	Lucille Boss Housing Specialist Sr. 805.568.3533 lboss@co.santa-barbara.ca.us
Isla Vista Parks & Recreation	Homeless encampment clean-up throughout Isla Vista	Kimberley Kiefer General Manager 805-680-4300 Kkiefer@ivparks.org
City of Lompoc	Homeless encampment clean-up throughout the riverbed	Stacy L. Lawson Senior Environmental Coordinator 805-875-8275 S_lawson@ci.Lompoc.ca.us
	Homeless encampment clean-up throughout the City Of Lompoc and drainage canals	Lorenzo Gonzales, III Street Division Supervisor 805-875-8022 L_gonzalesIII@ci.Lompoc.ca.us
County of Ventura	Medical and hazardous waste collection services & police vehicle sanitation. Abatement & restoration services.	Tony Dominguez CEO Risk Management Department 805-901-7649 Tony.dominguez@ventura.org
City of Ventura	Abatement & restoration services in city buildings, homes, fire stations & police headquarters	Lisa Oland Risk Manager 805-654-7760 Loland@cityofventura.ca.gov Mary Joyce Ivers Fleet & Facilities Manager 805-652-4539 Mjivers@cityofventura.ca.gov



Methodology

Initial site planning visit:

After being provided with an encampment site location for clean-up, QwikResponse would visit the site to get an idea of scope and repairs a list of questions regarding scope / process of the clean-up. If these are critical questions that could alter scheduling dates, equipment necessary to have on hand or other items that need attention prior to the job walk at the start of the project, these would be relayed to Lucille Boss (or other designated party). Any heavy equipment, UTVs or other necessary items would be identified at this time. Any necessary permits or notifications (ex. railroad) would also be identified.

Pre-clean activities:

Prior to start of encampment clean-up coordinate delivery of waste receptacles if it's anticipated that encampment members would be willing to dispose of any of their materials themselves.

Assist the county & other vendors in segregation, bagging and transportation to storage of personal property found onsite.

Clean-up:

At the initial job walk, we would discuss questions we had and any other concerns raised by all party's onsite.

Bulk removal of waste would start with segregating materials based on their final destination:

- Any personal belongings found that were missed previously would be brought to the County's attention to determine how to handle.
- Hazardous waste would be segregated based on the proper disposal method (ex. Syringes, medical waste, human waste, flammable materials, batteries, etc.) and put into appropriate containers for transportation & disposal. All waste will be transported on vehicles licensed for hazardous waste and/or medical waste hauling as appropriate.
- All remaining waste would be collected either into onsite dumpsters or dump trailer for disposal

After bulk removal, any human waste sites would be treated with a chlorine-based solution. Remaining site would be left if a broom or raked clean condition.



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Post Clean-up

QwikResponse documents work daily with photographs which will be provided to the county along with a clean-up report listing the work performed and quantities of debris removed.

Safety & Compassion

All work will be completed using appropriate personal protective equipment and trained personnel. We have been consistently performing homeless encampment clean-up services for several years and we are proficient in determining the most efficient methods for completing the clean-up while respecting safety for everyone and the human side of the work. Our crews have developed the soft skills for treating the situation with respect, compassion & empathy.

Flexibility

I think that what's unique about QwikResponse is that we are able to respond to new demands and change plans with little to no notice. We are unique in this regard due to several factors. First, we are completely local with three offices that can support both Southern & Northern portions of Santa Barbara County.

Second, we are an emergency services company designed to respond to disasters, so it's standard for us to respond with no notice at all. We are designed to offer the ultimate flexibility in scheduling and responding to client needs as they come up which is critical with the ever shifting demands of the public agencies, homeless population and the multitude of inter-related services.

Lastly, we are a diverse company handling hazardous waste, abatement, demolition & general contracting which allows us to provide turn-key services for the wide range of requests that may be necessary to complete the job. If its requested, we can undoubtedly do it.

Sub-contracted work

Work is to be completed in-house by QwikResponse until materials are handed off to the appropriate party for waste stream handling. The only exception would be temporary fencing (if requested).



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Timeline

We are fine with the timeline presented in the proposal, and can even surpass that timeline if requested.

Pricing

See attached price sheet

Signed



Cheyne Knight, CEO

Dated

10/22/2021

Corporate office: 800-655-6622
 Email: info@qwikresponse.com



QwikResponse Pricing Sheet

Schedule A: Labor

Code	Description	Rate
PW-WTR	Prevailing Wage: Debirs Removal / General Laborer	\$ 98.50
PW-HMR	Prevailing Wage: Hazardous Materials Technician	\$ 103.50
PW-EQ	Prevailing Wage: Heavy Equipment Operator	\$ 160.75
PW-PM	Prevailing Wage: Project Manager	\$ 113.25
PW-DM	Prevailing Wage: Documentation Manager	\$ 94.75

Labor Provisions

A.1 Standard Hours – All labor rates stated above are for Monday through Friday between the hours of 8am to 5pm, not to exceed 8 hours in a day (excluding Christmas Eve, Christmas, New Years, New Years Eve, Independence Day, Labor Day, Memorial Day, Thanksgiving Day).

A.2 Non Standard Hours – The rates for labor performed by all classifications outside of 8am to 5pm, over 8 hours per day, or on Saturday will be 1.5 times the rates scheduled in the section above. Work on Sundays, holidays (including Christmas Eve, Christmas, New Years, New Years Eve, Independence Day, Labor Day, Memorial Day, Thanksgiving Day), or above 12 hours in a day will be billed at 2.0 times the rates scheduled above.

A.3 During the course of performance of the work, if the work requires labor to be performed at a Prevailing Wage category that isn't listed above, then that rate will be added to the above scheduled rates at the Total Prevailing Wage (base + fringe) * 1.65.

A.4 Travel time for personnel shall be billed to the contract at the rates in the section above as well as prep time and off-site hours.

A.5 Work performed under a particular contract that is subject to Federal and State wage and hour laws, Prevailing Wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates if the base rates change. If needed, adjustments will be made to the hourly rates and other labor provisions.

A.6 The scheduled labor rates will be charged for all QwikResponse personnel, labor crews, and subcontractors meeting any of the Labor Classifications.

A.7 Labor minimum for a job is 4 hours.

Schedule B: Consumables

Code	Description (Type)	Rate
BAG	Bags - Contractor Trash (Box)	\$ 26.56
BAG	Bags - 6-mil (Roll)	\$ 95.04
CHEMICAL	Chemical - Anti-Microbial (Gallon)	\$ 62.00
CHEMICAL	Chemical - Hospital Cleaner (Gallon)	\$ 49.25
CHEMICAL	Chemical - Hospital Cleaner Wipes Container (Each)	\$ 19.50
CHEMICAL	Chemical - Trauma Scene Cleaner (Gallon)	\$ 46.25
CLEAN	Cleaning - Towels (Bundle)	\$ 14.50
CLEAN	Cleaning - Mop Head (Each)	\$ 10.50
CLEAN	Cleaning - Spray Bottles (Each)	\$ 8.00
FILTER	Filter - Vacuum Bags (Each)	\$ 8.90
FILTER	Filter - HEPA for AFD (Each)	\$ 125.00
FILTER	Filter - HEPA for Vacuum (Each)	\$ 45.00

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FILTER	Filter - ShopVac (Each)	\$	20.36
MISC	Equipment / Storage Pick-Up or Delivery (Each)	\$	135.00
MISC	Fuel - Delivery (Each)	\$	125.00
MISC	Fuel (Gallon)	\$	7.50
TRASH	Debris - Dumpster - 40 yards (Each)	\$	842.00
TRASH	Debris - Dumpster - 30 yards (Each)	\$	755.00
TRASH	Debris - Dumpster - 20 yards (Each)	\$	515.00
TRASH	Debris - Dumpster - Exchange Only (Each)	\$	350.00
TRASH	Debris - Truck Load - 13+ Box Truck (Each)	\$	275.00
TRASH	Debris - Truck Load - Pick-up (Each)	\$	135.00
TRASH	Debris - Trauma Waste Bag (Each)	\$	95.00
MISC	Toilet - Pick-up / Delivery (Each)	\$	85.00
PACKING	Packing - Bubble Wrap 12 - 24" wide (Roll)	\$	66.84
PACKING	Packing - Bubble Wrap 25 - 48" wide (Roll)	\$	69.60
PACKING	Packing - Box - Small Packing (Each)	\$	3.40
PACKING	Packing - Box - Medium Packing (Each)	\$	4.36
PACKING	Packing - Box - Large packing (Each)	\$	5.75
PACKING	Packing - Box - Specialty (Each)	\$	12.45
PACKING	Packing - Zip Ties (Bag)	\$	11.50
PACKING	Packing - Moving blanket (Each)	\$	7.50
PACKING	Packing - Mattress Bags (Roll)	\$	213.84
PACKING	Packing - Paper (Bundle)	\$	42.00
PACKING	Packing - Paper Pad (Bundle)	\$	45.63
PACKING	Packing - Furniture Tags (Bundle)	\$	42.91
PACKING	Packing - Stretch Wrap (Roll)	\$	20.30
PPE	PPE - Hard Hat (Each)	\$	13.50
PPE	PPE - Dust Mask (Box)	\$	23.94
PPE	PPE - Safety Glasses (Each)	\$	4.76
PPE	PPE - Gloves - Latex/Nitrile (Box)	\$	16.74
PPE	PPE - Gloves - Cotton/Leather (Each Pair)	\$	6.75
PPE	PPE - Gloves - Rubber (Each Pair)	\$	8.50
PPE	PPE - Respirator Cartridge - HEPA (Each Pair)	\$	10.90
PPE	PPE - Respirator Cartridge - HEPA & Organic (Each Pair)	\$	29.25
PPE	PPE - Tyvek Coverall - Standard White - Hood/Boots (Each)	\$	8.45
PPE	PPE - Tyvek Coverall - Heavy Duty Yellow/Blue - Hood/Boots (Each)	\$	17.71
PPE	PPE - Shoe Covers (Box)	\$	14.96
PROTECT	Protection - Spray Glue (Can)	\$	15.58
PROTECT	Protection - Plastic Sheeting - 1.5 mil (Roll)	\$	53.50
PROTECT	Protection - Plastic Sheeting - 2 mil (Roll)	\$	59.96
PROTECT	Protection - Plastic Sheeting - 4 mil (Roll)	\$	88.76
PROTECT	Protection - Plastic Sheeting - 6 mil (Roll)	\$	145.20
PROTECT	Protection - Plastic Sheeting - 6 mil fire-rated (Roll)	\$	190.80
PROTECT	Protection - Caution Tape (Roll)	\$	15.25
TAPE	Tape - Masking/Blue Painters (Roll)	\$	8.25
TAPE	Tape - Duct/Packing (Roll)	\$	10.78

Consumable Provisions

B.1 The foregoing prices shall be applied to all materials which are utilized in the performance of the work, whether shipped to the site from inventory, shipped directly to the site from sources, or purchased locally by either an affiliated or non-affiliated entity.

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B.2 All building materials, construction supplies & other materials not listed in the schedule below will be billed at the rate incurred, including delivery, sales tax & other fees, plus 20% mark-up.

Schedule C: Equipment Rental Per Day

Code	Description	Rate
2-WTR	Fogger Day	\$ 70.00
2-WTR	Airless Sprayer w/Compressor	\$ 115.00
2-WTR	Sump Pump	\$ 127.50
3-POWER	Cable Ramps	\$ 18.95
3-POWER	Generator – 10-25KW*	\$ 350.00
3-POWER	Generator – 25-95KW*	\$ 612.00
3-POWER	Generator – 100-155KW*	\$ 761.00
3-POWER	Generator – 160-245KW*	\$ 1,200.00
3-POWER	Generator – 250-400KW*	\$ 1,939.00
3-POWER	Generator – Portable*	\$ 92.00
3-POWER	Generator - Cord 50' up to 10/5*	\$ 16.00
3-POWER	Generator - Cord 50' heavy duty*	\$ 39.00
3-POWER	Power Distribution Box – 100-200A*	\$ 115.00
3-POWER	Power Distribution Box – 50A*	\$ 40.00
4-CLN	Pressure Washer	\$ 93.75
4-CLN	Vacuum – HEPA w/attachments	\$ 87.50
4-CLN	Vacuum – Shop Vacuum	\$ 15.50
5-PPE	Respirator – Half or Full Face	\$ 5.50
5-PPE	Decontamination shower	\$ 75.00
5-PPE	4-Gas Personal Meter	\$ 69.95
6-CON	Moving - Hand truck	\$ 7.50
7-TOOLS	Work Lights	\$ 12.50
7-TOOLS	Wheelbarrow	\$ 9.00
7-TOOLS	Workstation - Table, chair, lights, etc.	\$ 25.00
8-OFFICE	Radio- 2 Way Communication	\$ 145.00
9-STOR/TLT	Storage - Climate Controlled Vault - Per Month	\$ 185.00
9-STOR/TLT	Storage - Portable Storage Container 16-20' - Per Month	\$ 173.00
9-STOR/TLT	Storage - Portable Storage Container 21-26' - Per Month	\$ 187.95
9-STOR/TLT	Storage - Climate Controlled Rack Space - Per 100sf/mo	\$ 225.00
9-STOR/TLT	Storage - Rolling Clothing Rack	\$ 12.50
9-STOR/TLT	Storage - Offsite Drying Rack	\$ 55.00
9-STOR/TLT	Toilet - Rental - Per Month	\$ 129.00
10-VEHICLE	Tractor - Boom Lift 40'+ w/Hopper (per day)	\$ 567.00
10-VEHICLE	Tractor - Articulated Dump Truck - Large (per day)	\$ 965.00
10-VEHICLE	Tractor - Excavator - Large (per day)	\$ 549.20
10-VEHICLE	Tractor - Excavator - Small (per day)	\$ 288.00
10-VEHICLE	Tractor - Skid Steer - Large (per day)	\$ 379.60
10-VEHICLE	Tractor - Skid Steer - Small (per day)	\$ 281.60
10-VEHICLE	Vehicle - SUV, car, small pickup	\$ 55.00
10-VEHICLE	Vehicle – Pickup/ Utility Van	\$ 75.50
10-VEHICLE	Vehicle – Box Van / Truck Day upto 13'	\$ 102.75
10-VEHICLE	Vehicle – Mobile Command Center	\$ 175.00
10-VEHICLE	Vehicle - Box Truck 14'+	\$ 122.50

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10-VEHICLE	Vehicle - Off-road UTV	\$	122.00
10-VEHICLE	Vehicle - Dump Trailer	\$	135.00
10-VEHICLE	Vehicle - Trailer	\$	85.00
11-TOOLS	Hand Tools Job & Small Materials		5% Labor
	<i>* 3-day minimum charge</i>		

Equipment Rental Provisions

C.1 Scheduled Equipment – The daily rental rate shall be charged for each day or portion thereof during which the equipment is used to perform work, regardless of how much the equipment is used during the day. The exception is tractors and generators which are billed based on a 8-hour day.

C.2 During the course of performance of the work, QwikResponse may add additional equipment to the schedule above at rates to be determined upon approval or based on industry standards (ex. Xactimate pricing for the region).

C.3 Equipment not listed in the schedule above and rented by QwikResponse from third party vendors specifically for use in performing the work that doesn't have pre-approved or industry standard rates will be billed at the rate incurred, including delivery, sales tax & other fees, plus 20% overhead & profit.

C.4 Small hand tools will be invoiced at 5% total labor rate

Schedule D: Expenses

Provisions Respecting Subcontract Work

D.1 Freight/Transportation and Other charges: QwikResponse shall be compensated for cost incurred for the transportation of people, equipment, supplies and materials to and from the site of work and for other job related charges not listed in the sections above on the basis of cost for such charges, plus 20% mark-up.

D.2 Taxes and Permits: The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work. QwikResponse shall be compensated for all costs incurred which are described above on the basis of actual cost incurred, plus 20% mark-up.

D.3 Additional expenses: Any additional job related expenses incurred to satisfy the scope of work of the project that aren't covered by schedules A, B or C will be billed in schedule D based on actual cost incurred, plus 20% mark-up.

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$325,000, as follows:

January 1, 2022 – June 30, 2022 (1st Year) at \$325,000

If the contract extension is exercised by COUNTY, the CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$375,000 annually as follows:

July 1, 2022-June 30, 2023 (2nd Year) at \$375,000

July 1, 2023-June 30, 2024 (3rd Year) at \$375,000

- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Invoices submitted for payment must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**. Expenses may include:

- Labor
- Consumables
- Equipment rentals
- Subcontract work

Expenditures will fall under Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons). All project costs and contracting must follow federal guidance under 2 CFR part 200 and the Interim Final Rule. See section [O1 - OMB Uniform Guidance](#) for the County's policies, procedures, and resources to ensure compliance when contracting with vendors with the use of Federal funds.

- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Exhibit C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The

CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D

ADDITIONAL Federal Clauses Applicable for Federal Funding under this Agreement:

(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

3. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

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

4. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

5. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be

binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

6.COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

7.BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

CONTRACTOR shall file the required certification in EXHIBIT E. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8.CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. **Withholding for unpaid wages and liquidated damages.** COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor

or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- D. **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

9. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

11. PROCUREMENT OF RECOVERED MATERIALS

- A. A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

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

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

14. REGISTRATION

COUNTY hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)); no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. REMEDIES FOR NONCOMPLIANCE

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

16. CHANGES

- A. **Notice.** The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
 - i. The date, nature, and circumstances of the conduct regarded as a change;
 - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
 - iii. The identification of any documents and the substance of any oral communication involved in such conduct;

- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - What line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. **Continued Performance.** Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. **COUNTY Response.** COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either --
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
 - ii. Countermand any communication regarded as a change;
 - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
 - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. **Equitable Adjustments.**
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
 - In the contract price or delivery schedule or both; and
 - In such other provisions of the Agreement as may be affected.
 - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

EXHIBIT E

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

DocuSigned by:

05899422299F45E...
Signature of Contractor's Authorized Official

Cheyne Knight
Name and Title of Contractor's Authorized Official

12/22/2021 | 4:21 PM PST
Date