

**AGREEMENT**

THIS AGREEMENT (Agreement) is dated February 10, 2026, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Professional Asbestos Removal Corporation, d.b.a. PARC Environmental, ("CONTRACTOR"). The COUNTY and CONTRACTOR may be referred to as a "Party" or collectively as "Parties" to this Agreement.

**WITNESSETH:**

WHEREAS, the COUNTY desires to enter into an Agreement with CONTRACTOR to provide for the COUNTY's need for asbestos and lead paint abatement, hazardous waste pickup and disposal, removal and disposal of debris associated with homeless encampments, abatement services on privately owned and maintained properties, and emergency response services as provided herein; and

WHEREAS, the CONTRACTOR is qualified and willing to perform such services.

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

**1. TERM**

The term of this Agreement shall be three (3) years, commencing July 1, 2025 through and including June 30, 2028. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of the Department of Public Works and Planning or his or her designee is authorized to execute such written approval on behalf of COUNTY, based on CONTRACTOR'S satisfactory performance.

**2. TERMINATION**

A. Non-Allocation of Funds – The terms of this Agreement and the services to be provided hereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the CONTRACTOR thirty (30) days advance written notice.

1 B. Breach of Contract – The COUNTY may immediately suspend or terminate this  
2 Agreement in whole or part where in the determination of the COUNTY there is:

- 3 a. An illegal or improper use of funds;
- 4 b. A failure to comply with any term of this Agreement;
- 5 c. A substantial incorrect or incomplete report submitted to the COUNTY;
- 6 d. Improperly performed service.

7 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
8 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.  
9 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to  
10 the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the  
11 repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which  
12 in the judgement of the COUNTY were not expended in accordance with the terms of this Agreement.  
13 The CONTRACTOR shall promptly refund any such funds upon demand.

14 C. Without Cause – Under circumstances other than those set forth above, this Agreement  
15 may be terminated by COUNTY upon giving thirty (30) days advance written notice of an intention to  
16 terminate to CONTRACTOR. In the event of such termination, CONTRACTOR shall be paid for  
17 satisfactory services or supplies provided up until the date of termination. The COUNTY's Director of  
18 Public Works & Planning, or their designee, is authorized to execute such non-renewal on behalf of the  
19 COUNTY. The Director of Public Works & Planning is authorized exercise the right to terminate under  
20 this Section on the COUNTY's behalf.

21 3. COMPENSATION/INVOICING

22 The COUNTY shall provide compensation and payment to each CONTRACTOR only for work  
23 specifically authorized by the COUNTY. The COUNTY agrees to pay each CONTRACTOR and each  
24 CONTRACTOR agrees to receive compensation in accordance with each CONTRACTOR'S respective  
25 rates as listed in Exhibit B hereto and incorporated herein by this reference. CONTRACTOR shall not  
26 undertake any services without the advance written authorization of the COUNTY. If the COUNTY  
27 requests a service not specified in Exhibit B, then the price for such service(s) will be negotiated  
28 between the COUNTY and the CONTRACTOR and shall be based on prices similar to those listed in

1 Exhibit B.

2 In no event shall the total compensation paid to CONTRACTOR during the entire potential five-  
3 year term of this Agreement exceed the sum of Four Million Six Hundred Seventy Five Million  
4 (\$4,675,000).

5 The maximum compensation payable to CONTRACTOR under this Agreement is Four Million  
6 Six Hundred Seventy Five Million Dollars (\$4,675,000) for the base term, commencing as of the  
7 effective date, for the entire term of the Agreement, including both optional one year extensions if  
8 granted. In no event shall the total cumulative amount of compensation paid to CONTRACTOR by the  
9 County Administrative Office during the entire potential five-year term exceed Four Million Dollars  
10 (\$4,000,000). In no event shall the total cumulative amount of compensation paid to CONTRACTOR by  
11 the Department of Public Works and Planning during the entire potential five-year term exceed Six  
12 Hundred Twenty Five Thousand Dollars (\$625,000). In no event shall the total cumulative amount of  
13 compensation paid to CONTRACTOR by the Department of Public Health during the entire potential  
14 five-year term exceed Fifty Thousand Dollars (\$50,000).

15 CONTRACTOR shall submit invoices in accordance with the rates and charges agreed upon for  
16 the services provided to the COUNTY by CONTRACTOR during the previous monthly billing period on  
17 the first day of the month. CONTRACTOR shall submit itemized invoices to the requesting COUNTY  
18 department. Each invoice shall reference this Agreement number; the responsible COUNTY  
19 department; the date, location, and time of service; name of CONTRACTOR's service technicians;  
20 itemized listing of the applicable labor costs (straight time, overtime, and premium time identified, and  
21 the date(s) and hour(s) worked; labor classifications must be consistent with those stated in Exhibit B);  
22 an itemized listing of equipment used (the list must specify the date and time period the equipment was  
23 used consistent with those stated in Exhibit B); copies of the manifests signed by the Treatment,  
24 Storage, and Disposal Facility (TSDF) and a breakdown showing which wastes are included in the  
25 incident or event, as well as disposal costs or itemizations; and itemization of normal business hours,  
26 overtime, and premium time rates.

27 The COUNTY will pay CONTRACTOR within forty-five (45) days after receipt, verification, and  
28 approval of CONTRACTOR'S invoices by COUNTY.

1        4. INDEPENDENT CONTRACTOR

2            In performance of the work, duties, and obligations assumed by CONTRACTOR under this  
3 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the  
4 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an  
5 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
6 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no  
7 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its  
8 work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify  
9 that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

10          CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules  
11 and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

12          Because of its status as an independent contractor, CONTRACTOR shall have absolutely no  
13 right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be  
14 solely liable and responsible for providing to, or on behalf of, its employees all legally-required  
15 employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY  
16 harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance  
17 with Social Security withholding and all other regulations governing such matters. It is acknowledged  
18 that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated  
19 to the COUNTY or this Agreement.

20        5. MODIFICATION

21            This Agreement may be modified from time to time by the written consent of all the parties  
22 without, in any way, affecting the remainder.

23        6. NON-ASSIGNMENT

24            Neither party shall assign, transfer, or sub-contract this Agreement nor their rights or duties under this  
25 Agreement without the prior written consent of either party.

26        7. HOLD HARMLESS

27            CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend  
28 the COUNTY, its officers, agents, and employees from any and all costs and expenses (including

1 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in  
2 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or  
3 employees under this Agreement, and from any and all costs and expenses (including attorney's fees  
4 and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or  
5 corporation who may be injured or damaged by the performance, or failure to perform, of  
6 CONTRACTOR, its officers, agents, or employees under this Agreement. The provisions of this Section  
7 shall survive the termination of this Agreement.

8 8. INSURANCE

9 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third  
10 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following  
11 insurance policies throughout the term of the Agreement:

12 A. Commercial General Liability – Commercial General Liability Insurance with limits of not  
13 less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million  
14 Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require  
15 specific coverages including completed operations, products liability, contractual liability, Explosion-  
16 Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of  
17 the nature of this contract.

18 B. Automobile Liability – Comprehensive Automobile Liability Insurance with limits of not  
19 less than One Million Dollars (\$1,000,000) per accident for bodily injury and for property damages.  
20 Coverage should include any auto used in connection with this Agreement.

21 C. Professional Liability – If CONTRACTOR employs licensed professional staff, (e.g.,  
22 Ph.D., R.N., L.C.S.W., M.F.C.C) in providing services, Professional Liability Insurance with limits of not  
23 less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual  
24 aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a  
25 period of three (3) years following the termination of this Agreement, one or more policies of  
26 professional liability insurance with limits of coverage as specified herein.

27 D. Worker's Compensation – A policy of Worker's Compensation insurance as may be  
28 requested by the California Labor Code.

1 E. Additional Requirements Relating to Insurance – CONTRACTOR shall obtain  
2 endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers,  
3 agents, and employees, individually and collectively, as additional insured, but only insofar as the  
4 operations under this Agreement are concerned. Such coverage for additional insured shall apply as  
5 primary insurance and any other insurance, of self-insurance, maintained by COUNTY, its officers,  
6 agents and employees shall be excess only and not contributing with insurance provided under  
7 CONTRACTOR’S policies herein. This insurance shall not be cancelled or changed without a minimum  
8 of thirty (30) days advance written notice given by the COUNTY.

9 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
10 employees any amounts paid by the policy of worker’s compensation insurance required by this  
11 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
12 necessary to accomplish such waiver of subrogation, but CONTRACTOR’S waiver of subrogation  
13 under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

14 Within thirty (30) days from the date CONTRACTOR executes this Agreement,  
15 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
16 foregoing policies, as required herein, via email to [RDMaint@fresnocountyca.gov](mailto:RDMaint@fresnocountyca.gov) stating that such  
17 insurance coverages have been obtained and are in full force; that the County of Fresno, its officers,  
18 agents and employees will not be responsible for any premiums on the policies; that such Commercial  
19 General Liability insurance names the County of Fresno, its officers, agents and employees, individually  
20 and collectively, as additional insured, but only insofar as the operations under this Agreement are  
21 concerned; that such coverage for additional insured shall apply as primary insurance and any other  
22 insurance, or self-insurance, maintained by COUNTY, its officers, agents, and employees, shall be  
23 excess only and not contributing with insurance provided under CONTRACTOR’S policies herein and  
24 that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
25 written notice given to the COUNTY.

26 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
27 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
28 Agreement upon the occurrence of such event.

1 All policies shall be issued by admitted insurers licensed to do business in the State of  
2 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Incl  
3 rating of A FSC VII or better.

4 9. AUDITS AND INSPECTIONS

5 The CONTRACTOR shall at any time during business hours, and as often as COUNTY may  
6 deem necessary, make available to the COUNTY for examination all of its records and data with  
7 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the  
8 COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure  
9 CONTRACTOR'S compliance with the terms of this Agreement. If this Agreement exceeds Ten  
10 Thousand Dollars (\$10,000), CONTRACTOR shall be subject to the examination and audit of the  
11 Auditor General for a period of three (3) years after final payment under contract (Government Code  
12 Section 8546.7).

13 10. NOTICES

14 The persons and their addresses having authority to give and receive notices under this  
15 Agreement include the following:

16 COUNTY  
17 COUNTY OF FRESNO  
18 Department of Public Works & Planning  
19 2220 Tulare Street, 6<sup>th</sup> Floor  
20 Fresno, CA 93721  
21 [RDMaint@fresnoCOUNTYca.gov](mailto:RDMaint@fresnoCOUNTYca.gov)

CONTRACTOR  
Professional Asbestos Removal Corporation  
Jefferey Davis  
2864 E. Dorothy Avenue  
Fresno, CA 93706

22 Department of Public Health  
23 Environmental Health  
24 PO Box 11867  
25 Fresno, CA 93775

26 County Administrative Office  
27 2281 Tulare Street, Room 304  
28 Fresno, CA 93721

All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
Agreement must be in writing and delivered either by personal service, by first-class United States mail,  
or by an overnight commercial courier service. A notice delivered by personal service is effective upon

1 service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY  
2 business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A  
3 notice delivered by an overnight courier service is effective one COUNTY business day after deposit  
4 with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for  
5 next day delivery, addressed to the recipient. For all claims arising out of or related to this Agreement,  
6 nothing in this section establishes, waives, or modifies any claims presentation requirements or  
7 procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of  
8 Title 1 of the Government Code, beginning with section 810).

#### 9 11. GOVERNING LAW

10 Venue for any action arising out of or related to this Agreement shall only be in Fresno  
11 COUNTY, California. The rights and obligations of the parties and all interpretation and performance of  
12 this Agreement shall be governed in all respects by the laws of the State of California.

#### 13 12. LEGAL AUTHORITY

14 Each individual executing this Agreement on behalf of CONTRACTOR hereby covenants,  
15 warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver this  
16 Agreement on behalf of such entity, e.g. (without limitation), corporation, limited liability company,  
17 limited partnership, partnership or sole proprietorship, in accordance with all applicable formalities and  
18 under California law; (ii) that this Agreement is binding on such entity; and (iii) that CONTRACTOR (as  
19 applicable) is a duly organized and legally existing corporation, limited liability company, limited  
20 partnership, partnership or sole proprietorship in good standing in the State of California.

#### 21 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

22 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit  
23 or non-profit corporation) or if during the term of the Agreement, the CONTRACTOR changes its status  
24 to operate as a corporation.

25 Members of the CONTRACTOR'S Board of Directors shall disclose any self-dealing  
26 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
27 under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR  
28 is a party and in which one or more of its directors has a material financial interest. Members of the

1 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing  
2 and signing a Self-Dealing Transaction Form, attached hereto as Exhibit C and incorporated herein by  
3 this reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction  
4 or immediately thereafter.

#### 5 14. ELECTRONIC SIGNATURES

6 The parties agree that this Agreement may be executed by electronic signature as provided in  
7 this section.

8 A. An "electronic signature" means any symbol or process intended by an individual signing  
9 this Agreement to represent their signature, including but not limited to (i) a digital signature; (ii) a faxed  
10 version of an original handwritten signature; or (iii) an electronically scanned and transmitted (for  
11 example by PDF document) version of an original handwritten signature.

12 B. Each electronic signature affixed or attached to this Agreement (i) is deemed equivalent  
13 to a valid original handwritten signature of the person signing this Agreement for all purposes, including  
14 but not limited to evidentiary proof in any administrative or judicial proceeding, and (ii) has the same  
15 force and effect as the valid handwritten signature of that person.

16 C. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
17 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,  
18 beginning with section 1633.1).

19 D. Each party using a digital signature represents that it has undertaken and satisfied the  
20 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and  
21 agrees that each other party may rely upon that representation.

22 E. This Agreement is not conditioned upon the parties conducting the transactions under it  
23 by electronic signature means and either party may sign this Agreement with a handwritten signature.

#### 24 15. COUNTERPARTS

25 This Agreement may be signed in counterparts, each of which is an original, and all of which  
26 together constitute this Agreement.

#### 27 16. ENTIRE AGREEMENT

28

1 This Agreement constitutes the entire agreement between the CONTRACTORS and COUNTY  
2 with respect to the subject matter hereof and supersedes all previous Agreement negotiations,  
3 proposals, commitments, writings, advertisements, publications, and understanding of any nature  
4 whatsoever unless expressly included in this Agreement. In the event of any inconsistency in  
5 interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by  
6 giving precedence to the text of this Agreement, including Exhibits A, B, and C.

7 [Signature Page Follows]  
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

**CONTRACTOR**

**COUNTY OF FRESNO**

  
Authorized Signature

  
Garry Bredfeld, Chairman

JEFF DAVIS - HAZMAT MANAGER

Board of Supervisors of  
the County of Fresno

Printed Name and Title

  
Authorized Signature

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

Daniel Sanchez - Project Manager  
Printed Name and Title

By   
Deputy

**FOR ACCOUNTING USE ONLY**

ORG No. 2540, 5620, 4510  
Account No. 7490, 7295, 7295  
Fund No. 0001 0010  
Subclass: 10000, 11000

**SUMMARY OF SERVICES**

CONTRACTOR: PARC Environmental  
SERVICES: Hazardous Waste Removal Services  
ADDRESS: 2864 E. Dorothy Ave. Fresno, CA 93706  
TELEPHONE: (559) 999-5431  
CONTACT: Jeff Davis  
EMAIL: [jdavis@parcenvironmental.com](mailto:jdavis@parcenvironmental.com)

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**Section 1 – Services**

- A. Services to be provided under this Agreement include the assessment, containment, decontamination, mitigation, removal, transportation, disposal, and stabilization of asbestos and lead containing material and related projects.
- B. Contractor must have the ability to assess asbestos containing building materials (ACM) at various sites throughout the County. Contractor's responsibilities include but are not limited to: procuring inspection services from an outside vendor for facilities and property for ACM to the satisfaction of the county, sampling suspect materials to identify the presence of ACM, and developing remediation plans and specifications for each project. These services will be performed on an as-needed basis.
- C. Contractor shall collect, remove, transport, and legally dispose of all environmentally-regulated, biological and hazardous waste, and contaminated materials, debris, waste and other substances (collectively "Hazardous Waste Materials") at various locations throughout the County on an as-needed basis. The sites include, but are not limited to, confined spaces and rights-of-ways.
- D. Contractor shall maintain and utilize a field office within Fresno County.
- E. Contractor's designated staff resources must be located in the field office covering the geographical area of the Agreement.
- F. Contractor shall comply with all applicable Federal, State, County, and City laws, codes, rules, regulations, and ordinances regarding wages, hours, and working conditions.

Exhibit A

- G. Contractor shall obtain and have in possession all the personnel, energy sources, equipment, materials, and training necessary to comply with the provisions of this Agreement from the beginning term date through the termination date of the Agreement.
- H. Contractor shall supply labor, materials, equipment, and any item necessary to perform the services specified in this Agreement with a high degree of proficiency and professionalism in relation to industry standards and to the complete satisfaction of the County.
- I. Contractor must continuously demonstrate that it can meet or exceed stated performance requirements throughout the term of the Agreement.
- J. Contractor must perform all operations in a prudent, conscientious, safe and professional manner, and ensure all of its agents, employees, and subcontractors perform the work in this manner.
- K. Contractor is responsible for the cost to repair, replace, or correct any damage or destruction to property arising during Contractor's execution and completion of services.
- L. Contractor shall take any necessary corrective action when notified by the County that performance is not acceptable.
- M. County does not assume liability for spills or other releases of hazardous wastes which are caused by the negligence of the Contractor once hazardous waste materials are in the possession of the Contractor or transported off site.
- N. Contractor is responsible for maintaining close communication and coordination with the County for the duration of a specific response, including reporting any and all problems encountered in executing response activities.
- O. Contractor may be asked to conduct an initial on-scene evaluation to develop workplans and cost estimates. The purpose of this evaluation shall be to gain sufficient on-scene familiarity with the incident or to enable the Contractor to propose a workplan to accomplish the project in the most effective, efficient, and safe manner.
- P. Contractor shall not begin work until authorized by the County.
- Q. Contractor shall take on any defensive actions necessary to protect the public health and welfare and the environment, and may include, but shall not be limited to:
  - a. Sampling and analysis to determine the identity, source, spread, and disposal options of hazardous waste materials.
  - b. Containment of material at its source and preventing further acute flow, using chemicals or other materials to restrain the spread of the material, constructing

Exhibit A

slurry trenches, earth moving, drum handling, containerizing, and diverting surface water.

- R. Contractor shall possess emergency response equipment that shall be essential for initial containment, identification and cleanup of hazardous and/or unknown materials.
- S. Contractor shall provide necessary personnel and all required materials to package, mark, label, seal and load the materials and/or waste for transport in accordance with all applicable Federal, State, and local laws and regulations. When re-packaging on scene is necessary, Contractor shall be responsible for disposal of the original containers. Contractor shall provide all necessary packing materials and containers, including lids, liners, labels, caps, and seals.
- T. Disposal shall include preparation and packaging on location, shipping, and disposing in compliance with all existing laws and regulations of the United States. Packaging of waste is to be performed in the safest and most cost-effective manner.
- U. Contractor shall not issue any news releases or make any statement to the news media regarding the operational procedures related to this Agreement, the meetings or decisions related to this Agreement, or the status of work being performed related to this Agreement without prior written approval of the County.
- V. County Representative – The County shall provide a County Representative (“County Representative”) to represent the County. This County Representative will be the County of Fresno, Department of Public Works & Planning, Road Maintenance and Operations Division Manager, or their designee.
- W. Department Representatives – in addition to the Department of Public Works & Planning, additional authorized users of this Agreement include the Department of Public Health and the County Administrative Office (individually, “Department Representative” or collectively, “Department Representatives”).
  - a. Department Representatives will serve as the communication and coordination link between Contractor and department personnel regarding needs, issues, and concerns;
  - b. All work must be approved and authorized in writing by the Department Representative, or their designee, prior to commencement of any work; and
  - c. All services must be provided to the complete satisfaction of the Department Representative.
- X. Contractor Representative – Contractor shall provide a Contractor Representative (“Contractor Representative”) to provide support staff, facilities, and administrative capabilities as needed to ensure that all requirements of the Agreement are fulfilled.

Exhibit A

- Y. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wage rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Information pertaining to prevailing wage rates may be found on the website for the State of California – Department of Industrial Relations:  
<https://dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Information pertaining to prevailing wage rates may be found on the website for the State of California – Department of Industrial Relations:  
<https://dir.ca.gov/oprl/pwappwage/pwappwagestart.asp>.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by Contractor at the job site where it will be available to any interested party.

Contractor shall comply with Labor Code section 1775, and shall forfeit as a penalty to County Two Hundred Dollars (\$200) for each calendar day or portions thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by Contractor or by any subcontractor under Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

Contractor and subcontractor shall keep an accurate record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that Contractor or subcontractor has complied with the requirements of Labor Code sections 271, 1811, and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the County, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

**Section 2 – Routine, Emergency Response, and Callback Services**

The County shall evaluate Contractor in accordance with its performance of the services described. The County will request four different types of services from Contractor: Routine, Emergency Response, Additional, and Callback services. Details regarding each type of request shall be relayed to Contractor at the time of each call.

Contractor must be able to establish and maintain a phone coverage system operated 24 hours a day, 7 days a week. Normal business hours are defined as Monday through Friday, 7:00 am until 5:00 pm.

- A. Routine – Routine services are defined as situations that are not emergent and whose start date can be negotiated and mutually understood by Contractor and the requesting Department Representative. Contractor shall acknowledge the request within one hour if the request can be fulfilled. Services include, but are not limited to, asbestos and lead paint abatement and homeless encampment services.
  
- B. Emergency Response Services – Emergency response services are defined as situations that may pose an immediate risk to County employees, citizens, business processes, and property. Emergency response services require urgent intervention to prevent a worsening of a situation. Contractor shall respond to emergency service calls 24 hours a day, 7 days a week. Contractor shall acknowledge the request within thirty minutes if the request can be fulfilled. Determination of call response level is at the discretion of the Department Representative or their authorized designee. The response levels are as follows, unless mutually agreed upon by both Department Representative and Contractor:
  - a. Level I – Requires onsite response within one hour or less.
  - b. Level II – Requires onsite response within four hours or less.
  - c. Level III – Requires onsite services within 48 hours or less.
  
- C. Additional Services – Contractor shall not undertake any additional services without the advance written authorization of the County. Such additional services are expressly contemplated to include, but not be limited to, services that could not be anticipated at the commencement of this Agreement.
  
- D. Callback – Callback services occur when the Contractor is called back in response to an incident or event performed by Contractor and requested by the County.
  - a. If callback services are requested by the County, Contractor will be called back to site location at no cost to County.
  - b. Contractor shall be able to provide callback services 24 hours a day, 7 days a week.

Exhibit A

- c. When callback services are requested by the County, Contractor shall acknowledge the request within thirty minutes from the initiating call from the County to the Contractor to provide onsite services within 24 hours or less.

**COST PROPOSAL**

Pricing by Contractor shall remain fixed throughout the entire term of the Agreement. Any rates or fees not delineated in this fee schedule or proposal shall be reviewed, negotiated and approved in advance by the County. The Cost Proposal shall include all costs for asbestos and lead paint abatement, hazardous waste pickup and disposal, emergency response, and removal and disposal of debris associated with homeless encampments, and abatement services on privately owned properties.

Please list and specify labor job titles, vehicles and equipment, protective equipment, and materials that are applicable to the services requested in this Agreement. For labor costs, Contractor will propose an all-inclusive hourly fee for all the services.

**A. Labor**

<b>Labor Job Title</b>	<b>Rate--Normal Business Hourly (Monday-Friday, 7am-3:30pm)</b>	<b>Rate – After-Business Hourly Non-Holiday</b>	<b>Holiday Rates Premium Time</b>
Asbestos Abatement Tech	\$109.86 per hour	\$146.11 per hour	\$182.37 per hour
<b>Prevailing Wage</b>			
Lead Abatement Tech -	\$109.86 per hour	\$146.11 per hour	\$182.37 per hour
<b>Prevailing Wage</b>			
Hazmat Tech -	\$109.86 per hour	\$146.11 per hour	\$182.37 per hour
<b>Prevailing Wage</b>			

**Please note that Hazmat Technicians & vehicles will be charged listed hourly rates from "portal to portal" from the office in Fresno. This is due to the nature of the work that this craft entails. Typically, these types of projects are after hours and crews must be brought in special to perform the work. Many times, smaller projects can entail only a few hours of "on site" work, but mobilization / demobilization of equipment and materials can take much longer. There are often situations where waste streams must be delivered to disposal facilities that would be considered "offsite". Charges for vehicles and labor will be applicable for projects that require regulated waste to be delivered to disposal facilities.**

**Homeless Camp removal projects include Hazmat Technician Rates.**

Exhibit B

**B. Vehicle & Equipment – All associated mileage costs shall be included in the following section by Contractor from Contractor’s place of business to site location and from site location to site location if multiple incidents or events are performed by Contractor in a day.**

Vehicle or Equipment Name	Rate--Normal Business Hourly (Monday-Friday, 7am-5pm)		Rate – After-Business Hourly NO INCREASE
Hazmat Emergency Response Unit	\$94.00	per hour	
16-Yard Dump Trailer	\$200.00	per day	
Roll Off Truck with Driver	\$190.00	per hour	
Skid Steer Loader	\$750.00	per day	
Backhoe / Mini-Excavator	\$850.00	per day	
Slide Axel Trailer	\$230.00	per hour	
20 Cubic Yard Soil Bin	\$15.00	per day	
40 Cubic Yard Debris Bin	\$15.00	per day	
Confined Space Rescue Equipment	\$350.00	per day	
Steam Cleaner Floor Attachment	\$90.00	per day	
Commercial Steam Cleaner	\$184.00	per day	
Explosion Proof / Corrosive Liquid Electric Transfer Pump	\$155.00	per day	
4-gas Air Monitor (O <sup>2</sup> , CO <sup>2</sup> , LEL, H <sup>2</sup> S)	\$155.00	per day	
Drum Head Vacuum	\$90.00	per day	
Lumex Mercury Vapor Meter	\$650.00	per day	
Negative Air Machine	\$50.00	per day	
Negative Air Filters (inc/ Primary & Secondary)	\$18.00	each	
Dehumidifier	\$100.00	per day	
HEPA Vacuum	\$42.50	per day	
3 Stage Decontamination	\$85.00	per day	
Buffer	\$120.00	per day	
Hudson Sprayer	\$18.00	per day	
Airless Sprayer	\$55.00	per day	
Floor Tile Bar w/Blades	\$8.00	each	
Floor Scraper w/Blades	\$5.00	each	
Doodlebug Scrub Pads	\$3.00	each	

Exhibit B

**C. Materials**

<b>Material Name</b>	<b>Rate--Normal Business Hourly (Monday-Friday, 7am-5pm)</b>		<b>Rate – After- Business Hourly NO INCREASE</b>
Tyvek Suit	\$28.50	each	
Saranex Suit	\$37.80	each	
Polypropelene Suits	\$7.75	each	
1/2 Face Respirator w/ Cartridges	\$8.65	each	
Full Face Respirator w/Cartridges	\$37.80	each	
Self Contained Breathing Apparatus (SCBA)	\$185.00	each	
Type-C Supplied Air System	\$125.00	day	
Nitrile Gloves	\$4.49	each	
Chemical Gloves	\$4.49	each	
Inner Disposable Gloves	\$1.18	each	
Leather Gloves	\$2.25	each	
Hazmat Boot Covers	\$11.26	each	
Level A Protective Suits	\$2,000.00	each	
5-gallon Poly DOT Pail	\$28.00	each	
30-Gallon Poly DOT Drum	\$52.00	each	
55-Gallon Poly DOT Drum	\$69.00	each	
55-Gallon Metal DOT Drum	\$69.00	each	
85-Gallon Metal DOT Overpack Drum	\$210.00	each	
Tri-wall Cubic Yard DOT Box & Pallet	\$195.00	each	
270 to 330-gallon tote	\$300.00	each	
Towels	\$69.50	per box	
Solid-a-Sorb Absorbent/Cleaner	\$30.00	per bag	
6-Mil, 36" x 60" Clear Poly Bags	\$105.26	per roll	
6-Mil, 36" x 60" Asbestos Labeled Poly Bags	\$125.26	per roll	
Poly - 6 Mil Flame Retardant	\$126.35	per roll	
Petroleum Absorbent Pads	\$96.00	per bail	
Petroleum Absorbent Booms	\$88.00	per set	
3" Masking Tape	\$1.57	per roll	
3" Duct Tape	\$2.27	per roll	
2" Duct Tape	\$1.96	per roll	

Exhibit B

**C. Materials continued**

Spray Glue	\$2.65	per can	
Mastic Absorbent	\$10.25	per bag	
Lead Stop - Lead Encapsulant	\$55.00	per gallon	

**D. Waste -- For each waste listed below, please list the cost per gallon, pound, or unit/each as applicable. The County does not guarantee that it will generate any or all of the following items.**

Item	Waste	Cost per Gallon, Pound, Unit, Other	Unit
1	Flammable Liquids	5-gallon drum	\$206.23 each
		55-gallon drum	\$568.38 each
2	Bulked Flammable Liquids	case by case basis	
3	Flammable Solids	5-gallon drum	\$228.69 each
		55-gallon drum	\$1,047.51 each
4	Oil-Based Paints	5-gallon drum	\$145.50 each
		55-gallon drum	\$311.79 each
5	Pesticides (Liquid)	5-gallon drum	\$228.69 each
		55-gallon drum	\$1,047.51 each
6	Inorganic Acids	5-gallon drum	\$284.58 each
		55-gallon drum	\$737.11 each
7	Organic Acids	5-gallon drum	\$284.58 each
		55-gallon drum	\$737.11 each
8	Inorganic Bases	5-gallon drum	\$251.96 each
		55-gallon drum	\$543.85 each
9	Organic Bases	5-gallon drum	\$251.96 each
		55-gallon drum	\$543.85 each
10	Neutral Oxidizers	5-gallon drum	\$181.88 each
		55-gallon drum	\$788.13 each
11	Inorganic Peroxides	pound - \$210.56 minimum	\$18.56 pound
12	Organic Peroxides	pound - \$210.56 minimum	\$18.56 pound
13	Oxidizing Acids	pound - \$210.56 minimum	\$18.56 pound
14	Oxidizing Bases	pound - \$210.56 minimum	\$18.56 pound
15	Solid Oxidizers	pound - \$277.38 minimum	\$18.56 pound
16	Corrosive Aerosols	5-gallon drum	\$141.67 each
		55-gallon drum	\$462.42 each

Exhibit B

E. Waste continued

Item	Waste	Cost per Gallon, Pound, Unit, Other	Unit
17	Flammable Aerosols	5-gallon drum	\$141.67 each
		55-gallon drum	\$467.42 each
18	Poisonous Aerosols	5-gallon drum	\$141.67 each
		55-gallon drum	\$467.42 each
19	Aerosol Cans	5-gallon drum	\$141.67 each
		55-gallon drum	\$467.42 each
20	TV's	pound - \$33.99 minimum	\$2.56 each
21	Computers	pound	\$2.56 each
22	Monitors	pound	\$2.56 each
23	Printers	pound	\$2.56 each
24	VCR's	pound	\$2.56 each
25	DVD Players	pound	\$2.56 each
26	Cell Phones	pound	\$2.56 each
27	Telephones (Landlines)	pound	\$2.56 each
28	Copiers	pound	\$2.56 each
29	FAX Machines	pound	\$2.56 each
30	Radios	pound	\$2.56 each
31	Microwaves	pound	\$2.56 each
32	Toner Cartridges	pound	\$2.56 each
33	Small Portable Devices	pound	\$2.56 each
34	Oil-Based Paints	5-gallon drum	\$145.50 each
		55-gallon drum	\$311.79 each
35	Latex Paints	5-gallon drum	\$206.24 each
		55-gallon drum	\$449.79 each
36	Antifreeze	5-gallon drum	\$231.24 each
		55-gallon drum	\$485.78 each
37	Alkaline Batteries	pound - \$105 minimum	\$2.15 each
38	Lead Acid Batteries	pound - \$105 minimum	\$1.95 each
39	Lithium Batteries	pound - \$105 minimum	\$9.50 each
40	Lithium-Ion Batteries	pound - \$105 minimum	\$9.50 each
41	NiCad Batteries	pound - \$105 minimum	\$1.81 each
42	Mercury (Metallic)	pound - \$137.00 minimum	\$44.31 each
43	Mercury (in items / debris)	5-gallon drum	\$449.33 each
		55-gallon drum	\$4,742.23 each

Exhibit B

E. Waste continued

Item	Waste	Cost per Gallon, Pound, Unit, Other	Unit
44	Propane Cylinder	per cylinder	\$105.60 each
45	Helium Cylinder	per cylinder	\$305.25 each
46	Fire Extinguishers	each	\$47.25 each
47	Dichloropropionanilide	5-gallon drum	\$286.25 each
		55-gallon drum	\$1,689.75 each
48	R-22 Refrigerant	per cylinder	\$126.42 each
49	Gasoline & Water	5-gallon drum	\$228.69 each
		55-gallon drum	\$735.42 each
50	Used Diesel Fuel	5-gallon drum	\$200.41 each
		55-gallon drum	\$361.52 each
51	Used Diesel Oil	5-gallon drum	\$212.00 each
		55-gallon drum	\$305.23 each
52	Used Motor Oil	5-gallon drum	\$212.00 each
		55-gallon drum	\$305.23 each
53	Reactives	pound - \$245.63 minimum	\$7.15 pound
54	Reactives when Wet	pound - \$245.63 minimum	\$7.15 each
55	Oil Filters	5-gallon drum	\$105.25 each
		55-gallon drum	\$212.45 each
56	Car Tires	Pass through cost - \$238.65 per ton at American Ave.	\$238.65 each
57	Truck Tires		
58	Used Cooking Oil	5-gallon drum	\$185.26 each
		55-gallon drum	\$312.25 each
59	Waste Liquid (clarifier waste)	5-gallon drum	\$185.26 each
		55-gallon drum	\$312.25 each
60	Fecal Waste	pound	\$45.00 each
61	Mixed Oil	5-gallon drum	\$184.16 each
		55-gallon drum	\$212.09 each
62	Waste Solid Debris w/Epoxy Based Sealant / Adhesives	5-gallon drum	\$77.94 each
		55-gallon drum	\$148.96 each
63	Flammable Liquids	5-gallon drum	\$206.23 each
		55-gallon drum	\$568.38 each
64	Treated Wood	ton	\$154.95 ton

Exhibit B

Item	Waste	Cost per Gallon, Pound, Unit, Other	Unit
<b>Additional anticipated waste stream pricing and related regulated waste charges listed below:</b>			
65	Non-Friable Asbestos	cubic yard	\$78.10 each
66	Friable Asbestos	cubic yard	\$92.30 each
67	EPA E-Manifest Fee	per hazardous waste manifest	\$55.00 each

## Exhibit C

### **Self-Dealing Transaction Disclosure Form**

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### **Instructions**

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

**(1) Company Board Member Information:**

**Name:**

**Date:**

**Job Title:**

**(2) Company/Agency Name and Address:**

**(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)**

**(4) Explain why this self-dealing transaction is consistent with the requirements of**

Exhibit C

**Corporations Code § 5233 (a)**

[Redacted]

[Redacted]

**(5) Authorized Signature**

[Redacted]

Signature:

Date:

[Redacted]