

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND GABEL'S HAULING AND DEMOLITION, INC.
FOR NUISANCE ABATEMENT CLEANUP SERVICES**

This agreement is entered into between County of Shasta, a political subdivision of the State of California through its Department of Resource Management ("County") and Gabel's Hauling and Demolition, Inc., ("Contractor") for the purpose of abatement cleanup of public nuisance sites in Shasta County (collectively, the "Parties" and individually a "Party").

1. RESPONSIBILITIES OF CONTRACTOR.

A. During the term of this agreement, Contractor shall perform work according to the prescribed in Exhibit A ("Proposal Summary and Certifications"), attached and incorporated herein.

B. Contractor will be expected to submit to the Director of Resource Management ("Director") a not-to-exceed cost estimate within 48 hours after an on-site visit with the Project Manager. The Project Manager shall be designated by the Director. Once the Project Manager approves of the estimate and authorizes the work, the Contractor will have one week to mobilize and start the abatement. The Contractor must coordinate with the Project Manager all dates and times of operations. Once started, the project must be completed on consecutive days unless authorized by the Project Manager. **The Contractor is not to go on to the properties without the Project Manager.**

C. Contractor shall provide all equipment, supplies, and personnel needed to conduct pre-removal/cleanup and/or the demolition of structures in a timely and efficient manner in accordance with all applicable state and federal regulations governing such work.

D. Contractor shall arrange for all waste disposal and scrap metal or wood waste recycling.

E. Contractor shall prepare manifest, inventories, receipts and other relevant documentation as required by the Project Manager. This includes cubic yards or tonnage of solid waste removed from each site, number of tires and appliances.

F. Transport of the wastes must be to appropriate designations at the end of each day or as the trucks are full. All monies collected by Contractor for recyclable materials (scrap metal, etc.) are to be made payable to Shasta County and shall be submitted to the Shasta County Department of Resource Management by Contractor.

G. In the event the Contractor finds household hazardous waste such as paint, antifreeze, etc., the Contractor shall contact the Project Manager to coordinate removal.

H. Contractor shall perform the debris cleanup operations in such a manner as to minimize the potential of wind-blown dust and debris resulting from such operations. Dust control will be the responsibility of the Contractor. Should the Contractor use water in the cleanup operation, then the Contractor will collect contaminated water that would otherwise flow off the cleanup site. All items removed and must be disposed of by Contractor at an appropriate landfill or recycling facility.

I. Contractor will be solely responsible for transporting all wastes to the appropriate destinations, unless other arrangements have been made and approved in writing by the Director in advance. The Contractor will be responsible for using appropriate containers and other equipment, vehicles, licenses, registration, and drivers as required by federal, state and local laws and regulations.

J. Contractor will be responsible for payment of all applicable fees including tipping fees at the landfill and shall provide all load tickets for solid waste disposal. All materials removed from the property shall be disposed of at either and appropriately licensed solid waste recycling facility unless otherwise directed in writing by the Director.

K. Contractor assumes all responsibility allowed by law for all waste from the point at which it is collected and removed from the properties by the Contractor to the point at which it reaches the disposal destination.

L. Contractor will be responsible for obtaining local permits, such as a demolition permit, as applicable.

M. County and Contractor agree that time is of the essence and that Contractor shall cleanup each nuisance abatement site within 14 days after receipt of notification by County to proceed with a cleanup.

N. Contractor shall pay and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Agreement in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at County's Department of Resource Management, Building Division, located at 1855 Placer Street, Redding, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

O. Contractor shall comply with Labor Code section 1775. In accordance with Labor Code section 1775, Contractor shall forfeit as a penalty to County such amount as is determined by the Labor Commissioner, or otherwise \$50.00, for each calendar day or portion thereof for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any work done under this Agreement or by any subcontractor under this Agreement. In addition to such penalty and pursuant to section 1775, the difference between prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

P. Contractor shall keep, and shall require each subcontractor to keep, an accurate payroll record showing the name, address, social security number, work classification, the straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor and any subcontractors in connection with the execution of this Agreement or any subcontract under this Agreement. Such records shall be certified and shall be open at all reasonable hours to inspection by County, its officers and agents, and to the representatives of the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the State Department of Industrial Relations and to the public through request to the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. Contractor shall comply fully with the provisions of Labor Code section 1776 in connection with the keeping and disclosure of payroll records and shall also require all subcontractors to comply therewith.

Q. The Department of Industrial Relations (DIR) has launched an online application at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm> for public works Contractors to meet the requirements of Senate Bill 854. Contractors must register and meet requirements using the new online application before performing work on public works agreements in California. The application also provides agencies that administer public works programs with a searchable database of qualified Contractors at <https://efiling.dir.ca.gov/PWCR/Search>.

2. RESPONSIBILITIES OF COUNTY.

A. The County will be responsible for obtaining local authorization such as an Inspection/Abatement Warrant an Order of Abatement, as applicable. The County, at its election, may immediately cancel by verbal notice a portion or all of a cleanup based on the lack of available funding or changes at the site. Further, County staff will survey sites to determine the approximate area affected and debris to be removed and not to be removed.

B. The County will provide a Project Manager to coordinate activities between the County and the Contractor, who will determine if the sites have been remediated to the level stipulated in the contract, at which time of final approval will be given

C. County shall compensate Contractor as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Contractor.

3. COMPENSATION.

A. In full consideration of Contractor's performance of the services referred to in Section 1 of this agreement, the amount County shall be obligated to pay for services rendered under this agreement shall not exceed \$75,000.00 during any fiscal year (July 1, through June 30) during the term of this agreement.

B. Contractor shall be paid for time and materials expended as prescribed in Exhibit A. County, at its discretion, will notify the Contractor subsequent to receiving an estimate for a specific cleanup if funding will be available for all or a portion of the cleanup. County reserves the right to cancel all or a portion of any cleanup based on the lack of adequate funding. Contractor will receive compensation for only those cleanup activities authorized by County. During the term of this agreement, the Director may approve in writing and in advance, changes in any of Contractor's rates, provided that the increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this agreement and provided further that the rate increase shall not exceed the maximum amount of compensation payable under this agreement.

C. Contractor's violation or breach of agreement may result in withholding of compensation, or termination of agreement. This provision shall not be construed to limit any other remedies available to County for Contractor's violation of breach of agreement.

4. BILLING AND PAYMENT.

Contractor shall submit to the Director within five days after completion of each cleanup, an itemized invoice of services rendered. County shall make payment within 30 days of receipt of Contractor's correct and approved invoice.

5. TERM OF AGREEMENT.

The initial term of this agreement shall commence as of the last date it has been signed by both parties and shall end on June 30, 2019 unless either party gives 30 days written notice not to renew. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future fiscal year unless and until County's Board of Supervisors appropriates funds for this agreement in County's budget for that fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall terminate as of June 30 of the last fiscal year for which funds for this agreement were appropriated. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

6. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Board of Supervisors, County's Executive Officer or by the Director.
- E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and Director, as long as the parties use the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of Exhibit A to this agreement and Exhibit B to this agreement, the provisions of Exhibit B to this agreement shall govern.

8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

9. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this agreement, be construed to be an independent Contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or

services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

10. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor's "independent Contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

11. INSURANCE COVERAGE.

- A. Without limiting Contractor's duties of defense and indemnification, Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and

other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.

- B. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor shall obtain and maintain continuously a policy of Contractor's Pollution Liability, Environmental Impairment Liability, or Hazardous Waste Liability Insurance, with limits of liability of not less than \$1 million per occurrence.
- D. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any

extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Contractor shall provide the County with an endorsement or amendment to Contractor's policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as

herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

12. NOTICE OF CLAIM; APPLICABLE LAW ;VENUE.

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act

of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

- D. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

14. ACCESS TO RECORDS/RETENTION.

County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

Contractor shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County authorities directly related to the provisions of this agreement. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

15. CONTRACTOR'S COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

16. LICENSES AND PERMITS.

Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

17. PERFORMANCE STANDARDS.

Contractor shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Contractor's services.

18. CONFLICTS OF INTEREST.

Contractor and Contractor's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by mail, postage prepaid, two days after the date of mailing.

If to County:	Shasta County Department of Resource Management, Building Division 1855 Placer Street, Suite 102 Redding, CA 96001
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If to Contractor: Alex Gabel
DBA Gabel's Hauling and Demolition
2741 Girvan Road
Redding, CA 96001

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

20. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

21. COMPLIANCE WITH POLITICAL REFORM ACT.

Contractor shall comply with the California Political Reform Act (Government Code sections 87100, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code section 53234 *et seq.*

22. PROPERTY TAXES.

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

23. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

24. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

DAVID A. KEHOE, Chairman
Board of Supervisors
County of Shasta
State of California

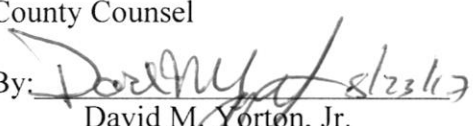
ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

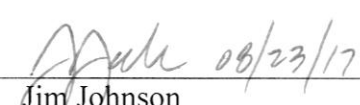
By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

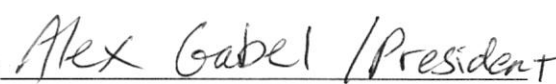
RUBIN E. CRUSE, JR.
County Counsel


By:  8/23/17
David M. Yorton, Jr.
Senior Deputy County Counsel

By:  08/23/17
Jim Johnson
Risk Management Analyst II

CONTRACTOR

Gabel's Hauling and Demolition, Inc.

By:  /President

By: 

Print Name: Alex Gabel

Title: President

Date: 5/15/2017

Taxpayer ID No: 45-5497905

Print Name: _____

Title: _____

Date: _____

Exhibit A

Proposal Summary and Certifications

RFP Number: 17-07
RFP Issue Date: September 2, 2016
RFP Submission Deadline: September 23, 2016

Each Proposal must be submitted in a separate, sealed envelope, plainly marked "Response to RFP 17-07 to provide Cleanup Services and delivered by 2:00 p.m. on September 23, 2016 to:

Shasta County Department of Support Services
Attention: Chris Orr, Chief Fiscal Officer, Purchasing Unit
1450 Court Street, Suite 348
Redding, CA 96001

Questions regarding this RFP should be directed to:

Chris Orr, Chief Fiscal Officer
(530) 229-8244
corr@co.shasta.ca.us

Vendor Authorized Representative

Company Name: Gabel's Hauling and Demolition Inc.
Representative Name: Alex Gabel
Title: President
Phone: 530-276-1752 Fax: 530-242-1445
Email: gabelshauling@sbcglobal.net
Address: 2741 Girvan Rd. Redding, Ca. 96001
Federal Tax ID No.: 45-5497905

RFP Contact Information (if different from above)

Contact Person: Click here to enter text.
Title: Click here to enter text.
Phone: Click here to enter text. Fax: Click here to enter text.
Email: Click here to enter text.

Request for Proposal Specifications

Introduction

Introduce your firm and provide relevant background information and experience in cleaning up distressed properties that includes solid waste removal, demolishing structures and disposal.

Gabel's Hauling and Demolition Incorporated is a professional property clean up service that has been specializing in demolition, estate clean outs, foreclosures, evictions and general junk removal from private and public property in Shasta County since July of 2005. Licensed, equipped, staffed, experienced in demolition, construction cleaning, homeless camp clean up and code violation corrections. California state license (p884396) Classes C-21 (Demolition), D-63 (Construction clean up) and Registered California waste tire hauler (TPID 1569823-01) We are familiar with waste segregation, removal, recycling and disposal of all types of waste. Our list of references includes: municipalities, real estate agents/brokers, property owners, estate trustees and contractors. We have successfully completed nine years with Shasta County as the Nuisance Abatement Contractor. This is our core business and Shasta County abatement work will take top priority year round should we be selected as the abatement contractor.

Project Team and Qualifications

Introduce the project team, their qualifications, training, and relevant experience. If sub Contractors will be used, describe their qualifications and experience and how you will manage their participation.

President Alex Gabel is involved in day to day operation of trucks and equipment as well as overseeing extended clean up operations. Alex has 28 years experience in the waste recycling and disposal industry. 4 years in wood waste recycling, 11 years with Waste Management, Inc. serving as an operator, class A driver, supervisor, recycling operations manager, landfill operations manager and 11 years self employed as Gabel's Hauling and Demolition. Alex is also skilled in reporting, public relations, marketing, environmental compliance and managing work forces consisting of over 25 persons.

Operator/Driver: John Johnson, 9 years experience with nuisance abatement team and with GHD For 9 years.

Operator/Driver: Richard Cruz, 5 years with GHD with extensive county projects, Demolition and clean up experience.

Driver/Operator: Dave Russell, 1 year with GHD driving, operating, labor and several county projects experience.

Class A Driver: Kellen Bowers, 1 year with GHD driving, operating, labor and several county projects experience.

Request for Proposal Specifications (Cont.)

Instructions:

1. For each requirement, in the "Meets Specification" column, responder is to select from the drop down "Yes", "No" or "Deviation".
2. If "Deviation" is selected, responder is to supply full and complete explanation in the column provided.
3. Any attachment with additional information must reference the appropriate specification.

Specifications		Meets Specification?	Deviations
A. Contractor Requirements			
1.	Consultant shall be appropriately licensed under California Contractor License Law and will maintain such licensure throughout the duration of the service agreement.	Yes	List Deviations Here
2.	Consultant will comply with all applicable laws related to the transportation and disposal of waste.	Yes	List Deviations Here
3.	Consultant will submit to the Director of Resource Management a not-to-exceed cost estimate within 48 hours after an on-site visit with the Project Manager.	Yes	List Deviations Here
4.	Consultant will mobilize and start the abatement within 1 week following Project Manager approval of the estimate and authorization of the work.	Yes	List Deviations Here
5.	Consultant will coordinate with Project Manager all dates and times of operations. Once started, the project will be completed on consecutive days unless authorized by the Project Manager. Consultant will not to go to the properties without the Project Manager.	Yes	List Deviations Here
6.	Consultant will be responsible for obtaining local permits, such as a demolition permit, as applicable.	Yes	List Deviations Here
R. Site Cleanup Requirements			
I.	Consultant will provide all equipment, supplies, and personnel needed to conduct debris removal/cleanup and/or the demolition of structures in a timely and efficient manner in accordance with all appropriate state and federal regulations governing such work.	Yes	List Deviations Here

Cost List

Note: All equipment costs should include the operator.

ITEM/EQUIPMENT	STANDARD RATE	PREVAILING WAGE RATE (if applicable)	
20-Yard P/U Dump	\$85	\$135	/ Hour
Support Truck With Misc Tools	\$25	\$Rate	/ Hour
Water Truck	\$25	\$Rate	/ Hour
843/T320 Bobcat W/ Buckets	\$85	\$135	/ Hour
Bobcat Excavator	\$85	\$135	/Hour
312-320 Cat Excavator	\$1500	\$1980	/Day
Portable Toilet	\$20	\$Rate	/ Day
Foreman	\$50	\$100	/Hour
Laborer	\$40	\$80	/ Hour
Clerical	\$40	\$80	/ Hour
Overtime	\$Rate	\$Rate	/ Hour
Fuel Surcharge, if applicable.	\$Rate	\$Rate	/ Gal
Overhead, if applicable.	\$Rate	\$Rate	

Additional Items

List below, attaching an additional sheet if necessary.

ITEM/EQUIPMENT	STANDARD RATE	PREVAILING WAGE RATE (if applicable)	
1993 Kenworth Roll Off Truck with 40 yard Dumpster	\$110	\$175	/Hour
2011 Kenworth Roll Off Truck with 40 Yard Dumpster	\$110	\$175	/Hour
Overtime/ Driven or Operated equipment (rate charged in addition to regular hourly rate for hours worked over 8 in a day)	\$25	\$45	/Hour
Overtime/ Labor (rate charged in addition to regular hourly rate for hours worked over 8 in a day)	\$15	\$30	/Hour
Fuel Surcharge/ Implemented at \$4.25+ per gallon fuel pricing at time of projects for trucks and equipment. \$10 per hour Should fuel reach \$5.25 per gallon	\$5	\$5	/Hour
Cat 312-320 Transportation over 1/2 hour drive time to projects	\$120	Mate	/Hour