

# ATTACHMENT H

Task Order

McCullough Construction, Inc

**TASK ORDER – AMENDMENT No. 1**

**Code Enforcement Abatement Services for  
531 Elm Street, Garberville CA  
Assessor's Parcel Number 032-133-002**

McCullough Construction, Inc.  
Professional Services Agreement Dated [March 18, 20[21]

This Task Order issued pursuant to the terms and conditions of the Professional Services Agreement dated January 13, 20[21], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and MCCULLOUGH CONSTRUCTION, INC., a California Corporation, hereinafter referred to as "CONTRACTOR," is intended to supplement the terms and conditions contained in the Professional Services Agreement:

WHEREAS, the definitions, terms and conditions set forth in the Professional Services Agreement dated January 13, 20[21], are incorporated herein by reference as if set forth in full and shall be fully binding upon the parties hereto; and

WHEREAS, notwithstanding anything contained herein, any and all definitions, terms and conditions contained in the Professional Services Agreement shall control to the exclusion of any different, contrary or conflicting definitions, terms or conditions set forth herein.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

- A. Abatement Services. CONTRACTOR shall supply the necessary equipment, materials and personnel to demolish and remove all debris of the church structure in accordance with *California Building Code Section 3303 Demolition*. CONTRACTOR shall cap both water and sewer. CONTRACTOR must obtain proper demolition permit through the Humboldt County Planning and Building Department. CONTRACTOR shall leave all viable concrete foundation intact. CONTRACTOR shall remove and properly dispose of all solid waste located on the property.
- C. Deliverables. The property will be free and clear of the fire-damaged church building, solid waste, litter and debris.
- D. Acceptance Criteria. The property will be free and clear of the fire-damaged church building, solid waste, litter and debris. A final COUNTY inspection will be scheduled after completion of the abatement to verify the criteria have been met.

2. REPORTING REQUIREMENTS:

CONTRACTOR shall submit photographs of prior to and after completion of the abatement of the public nuisances.

3. PROJECT SCHEDULE:

TASK ORDER ACCEPTANCE -2 FEB 2021  
PROCURE PERMITS AND HAZARD TESTING -3 FEB 2021 -12 FEB 2021  
NOTIFICATIONS TO AGENCIES -12 FEB 2021  
MOBILIZE TO PROJECT SITE -22 FEB 2021  
SITE DEMOLITION -23 FEB 2021  
DEBRIS REMOVAL AND OFF-HAUL -24 FEB 2021 -25 FEB 2021  
DEMOBILIZE EQUIPMENT -26 FEB 2021

**\*\*SCHEDULE DEPENDENT ON WEATHER CONDITIONS AND LEAD TIME ASSOCIATED WITH OBTAINING PERMITS AND MAKING AGENCY NOTIFICATIONS IF REQUIRED**

MILESTONE TABLE

- TASK ORDER ACCEPTANCE (COUNTY)
- PRELIMINARY PLANNING/AUTHORIZATION COMPLETE (10 DAYS)
- MOBILIZATION (1 DAY)
- SITE DEMOLITION (1 DAY)
- DEBRIS REMOVAL & OFF HAUL (2 DAY)
- DEMOBILIZE (1 DAY)

4. PROJECT BUDGET:

A. Maximum Amount Payable.

~~Maximum Amount Payable is subject to actual debris volume (or weight) transported and the associated disposal fees incurred. McCullough Construction Inc. (MCI) estimates a total billable cost of \$67,000 in labor and equipment per the agreement rates provided based on resource loading for a 5 working day field work duration and intends to bill disposal fees at cost plus mark up. Two disposal options are being evaluated for cost and schedule efficiency and MCI will likely utilize both options. The options are the coordination and loading of commercial landfill supplied 40 cubic yard containers and/or MCI trucking (end dump type) to commercial landfill. Assuming the debris waste to be offhauled is nonregulated universal waste MCI estimates disposal volume not to exceed 2,000 cubic yards at commercial landfill disposal rate.~~

AMENDMENT

Maximum Amount Payable is subject to actual debris volume (or weight) transported and the associated disposal fees incurred. McCullough Construction Inc. (MCI) estimates a total billable cost of \$70,507.45 in labor and

equipment per the agreement rates provided based on resource loading for a 5 working day field work duration and intends to bill disposal fees at cost plus mark up. Two disposal options are being evaluated for cost and schedule efficiency and MCI will likely utilize both options. The options are the coordination and loading of commercial landfill supplied 40 cubic yard containers and/or MCI trucking (end dump type) to commercial landfill. Assuming the debris waste to be offhauled is nonregulated universal waste MCI estimates disposal volume not to exceed 2,000 cubic yards at commercial landfill disposal rate. The additional \$3,507.45 is due to unforeseen asbestos abatement costs.

B. Schedule of Rates.

SEE ATTACHED HIGHLIGHTED RATE SCHEDULE. MCCULLOUGH PROPOSES TO USE THE FOLLOWING EQUIPMENT CODES:

EQ4 EQ13 EQ18

EQ31

EQ33

EQ42

EQ52

EQ53

EQ54

EQ55

EQ56

EQ57 - TBD + 8% MARKUP

EQ58 - TBD + 8% MARKUP

EQ59

HAZARDOUS WASTE TESTING BY GUZI-WEST - \$5,000 TBD -  
DISPOSAL FEES AT COST PLUS MARK UP

TBD - COMMERCIAL LANDFILL CONTAINER(S) PRICING PLUS  
MARK UP

- C. Payment Schedule. CONTRACTOR will be paid within thirty (30) days after completion and acceptance of the work and after providing an itemized invoice to the Humboldt County Planning and Building Department following said completion of work.

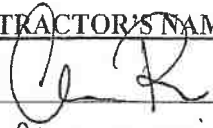
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

*TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:*

*(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT;  
AND*

*(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER  
OR ASSISTANT TREASURER.*

CONTRACTOR'S NAME: McCullough Construction, Inc.

By: 

Date: 3/12/2021

Name: Chelsey Kios

Title: Corporate Secretary

By: 

Date: 3/12/2021

Name: Rachele Hicks

Title: Vice-President


COUNTY OF HUMBOLDT:

By: 

Date: 3/18/2021

John H. Ford  
Director, Planning and Building Department

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:   
Risk Management