

**CONTRACT MA-080-21010632
WITH
BMS CAT OF SOUTHERN CALIFORNIA, LLC
FOR
SANITATION AND REMEDIATION REMOVAL & DECONTAMINATION SERVICES**

THIS CONTRACT MA-080-21010632 for Sanitation and Remediation Removal & Decontamination Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County and BMS CAT of Southern California, LLC, with a place of business at Contractor Address 1321 North Blue Gum Street, Anaheim, CA 92806 (hereinafter referred to as “Contractor”), with a County and Contractor sometimes individually referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

THIS CONTRACT is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Contractor Pricing

Attachment C – Staffing Plan

Attachment D – Probation – Vendor Clearance Process

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Sanitation and Remediation Removal & Decontamination Services under a usage Contract; and,

WHEREAS, County solicited Contract for Sanitation and Remediation Removal & Decontamination Services as set forth herein, and Contractor represented that it is qualified to provide Sanitation and Remediation Removal & Decontamination Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Sanitation and Remediation Removal & Decontamination Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of rates set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Sanitation and Remediation Removal & Decontamination Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

Sanitation and Remediation Removal & Decontamination Services

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in **article "Z"** below, and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal

codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **article "Z"** below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

Amendment No. 1

~~J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.~~

J. **Civil Rights and Non-Discrimination:**

1. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975 as amended, Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. **Nondiscrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage

nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

3. **Compliance with Non-Discrimination Requirements:** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:
 - a. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - b. **Non-Discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 - e. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
 - f. **Incorporation of Provisions:** The Contractor will include the provisions of subsection one, and paragraphs (a) through (f) in every subcontract, including procurements of

materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Contractor is required to insert the above paragraphs (a) through (f) in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

4. **Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq), (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

5. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
 - L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
 - M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
 - N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
 - O. **Insurance Requirements:**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing

work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage

Minimum Limits

Commercial General Liability

\$1,000,000 per occurrence
\$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Contractor's Pollution Liability with NODS	\$1,000,000 per claims-made or per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) A Products and Completed Operations endorsement using ISO Form CG2037 (ed. 10/01) or a form at least as broad, or an acceptable alternative is the ISO form CG2010 (ed. 11/85).

The Contractors Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

agents and employees or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions is "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

If Contractor's Pollution Liability is a claims-made policy, Contractor shall agree to maintain coverage for two (2) years following completion of contract

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor

and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of **article "Z"** below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section

1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing company hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.
- DD. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Sanitation and Remediation Removal & Decontamination Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in article 3 below.

Amendment No. 1

Contract shall be renewed for one (1) year from March 9, 2024 to March 8, 2025, unless otherwise terminated as provided herein.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods shall be subject to approval by the County of Orange Board of Supervisors.
4. **Aggregate Contract:** This is an Aggregate Contract between BELFOR USA Group Inc., ATI Restoration, LLC and BMS CAT of Southern California, LLC with a Total Aggregate Contract Amount that shall not exceed \$3,000,000.

Amendment No. 1

For renewal term starting March 9, 2024, the Total Aggregate Contract Amount shall not exceed \$600,000.

5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

Amendment No. 1

~~7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.~~

7. **Reserved.**

8. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
10. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project

manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

11. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

12. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

14. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

15. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

16. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by

any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

17. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/Contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another department or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

18. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
19. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
20. **Disputes – Contract:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article 26. "Notices," such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and

complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

21. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

22. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
23. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
24. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

25. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under

this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

26. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: BMS CAT of Southern California, LLC
 Attn: Peter Schmidt
 Address: 1321 North Blue Gum Street
 Anaheim, CA 92806
 Phone: 714-227-3853
 Email: pschmidt@bmsmanagement.com

County's Project Manager: OC Public Works/OC Facilities
 Attn: Dale Vermillion
 1143 E. Fruit Street
 Santa Ana, CA 92701
 Phone: 714-667-4963
 Email: dale.vermillion@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
 Attn: John Martinez, County DPA
 601 North Ross Street, 4th Floor
 Santa Ana, CA 92701
 Phone: 714-667-9628
 Email: john.martinez@ocpw.ocgov.com

27. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
28. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

29. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
30. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
31. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
32. **Prevailing Wage: (Labor Code §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
33. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract 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 Contractor or any Subcontractor(s) in connection with the work.
- ii. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (A) The information contained in the payroll record is true and correct.
 - (B) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

- 34. **Apprenticeship requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations** as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.
- 35. **Registration of Contractors:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- 36. **Payment and Performance Bonds:** A payment bond and performance is required for a public works contract involving expenditure in excess of twenty-five thousand dollars (\$25,000) and no work can be commenced prior to both bonds being approved the County.

The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for \$60,000, in accordance with Section 9554 of the

Civil Code, and one surety bond in the amount of \$60,000, guaranteeing the faithful performance of the Contract. If at any time the value of the total task orders is expected to exceed \$60,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be approved by the office of the County Counsel and the County Executive Office of Orange County. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by OC Public Works, the Contractor shall promptly furnish such additional security as may be required by OC Public Works or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

If the County increases the total Contract amount the Contractor is to provide a new bond for the new total Contract amount or a bond for the difference.

Execution of the Agreement and Notice to Proceed: County will not execute the Agreement or issue a Notice to Proceed with the work until Bidder has submitted and County has approved Bidder's Faithful Performance and Labor and Material Payment Bonds, proof of insurance, and initial job progress schedule. All such submittals must be received by County within 10 calendar days of award of the Contract. Any claims by Contractor for adjustments in time and/or cost for delays in issuing the Notice to Proceed due to Contractor's failure to deliver bonds, insurance, and initial job progress schedule acceptable to County will not be considered.

Amendment No. 1

37. **Airport Security:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. Airport-Issued Badge Acquisition, Retention, and Termination: Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas, and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting

- a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as

soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.

8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:

- STA Fee: Approximately \$11.00
- Fingerprint/CHRC Fee: Approximately \$31.00
- ID Badge Fee: Approximately \$10.00
- Terminated, Unreturned ID Badge Fee: Approximately \$250.00

9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. Airport Driving Endorsement: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. Airport ID Badge Holder Requirements and Responsibilities: TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.
3. JWA security badge is nontransferable.

4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.
6. No worker shall be used in performance of this work that has not passed the background check.

Amendment No. 1

38. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Director of John Wayne Airport for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third party vehicles that enter Airport property at the direction of Contractor.

Amendment No. 1

39. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

Amendment No. 1


40. **Final Payment:** Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.

Signature Page Follows

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

BMS CAT OF SOUTHERN CALIFORINA, LLC*

	<u>Mark Dugan</u>	<u>Vice President</u>	<u>1/11/2021</u>
Signature	Name	Title	Date

	<u>Tom Head</u>	<u>President</u>	<u>1/11/2021</u>
Signature	Name	Title	Date

COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

	<u>Carlos Corona</u>	<u>Deputy Purchasing Agent</u>	<u>3-9-2021</u>
Signature	Name	Title	Date

APPROVED AS TO FORM:
County Counsel

By Lauren Kramer
Deputy Lauren Kramer
Date 1/12/2021

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A SCOPE OF WORK

SCOPE OF WORK:

Contractor shall provide all labor, materials, tools, equipment, utilities, vehicles, and transportation services required to provide Sanitation and Remediation Removal & Decontamination Services under this Contract. Services may be provided, but may not be limited to, any facility or property which is owned, operated, or maintained by the County of Orange.

I. SERVICES SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING:

- a. Sewage and water damage remediation.
- b. Drywall and plaster removal.
- c. Carpet padding removal.
- d. Wood or laminate floor removal.
- e. Wall covering and window treatment removal.
- f. Door and Door Jam removal.
- g. Ceiling tile removal.
- h. Insulation removal (may require asbestos testing before removal).
- i. Cabinetry removal.
- j. Furniture (modular and fixed) removal.
- k. File Cabinet removal.
- l. Plumbing fixtures and accessories.
- m. Clean up of County owned or leased facilities, public buildings, jail cell, public safety and health facilities, probation facilities and County vehicles including sheriff patrol vehicles.
- n. Office equipment, or any other portion, piece or appurtenance deemed necessary by the County to properly complete the removal of water, mold or sewage contamination caused by any combination of occurrences mentioned or not mentioned above.
- o. Cleaning of contaminated equipment such as personal protective equipment, emergency response team gear, respiratory protection and fire response gear and
- p. Dehumidification, air filtration, cleaning, lighting, personal proactive, and specialty equipment.
- q. Water and Mold remediation services.
- r. Repair, reconstruct and rebuild affected areas.
- s. Under the direction and scope specified by the County Industrial Hygienist, removal of all water, mold, or sewage are to include air quality testing for mold spores, drying and sanitizing all affected areas, drying and sanitizing and disinfecting any materials, such as carpet, furniture, cabinetry, file cabinets, office equipment or any other items deemed usable and placed back into service upon completion of work. Contractor will be required and responsible for completing all required daily logs and documentation detailing the existing conditions and validating the need for the continued use of all equipment. This documentation includes but is not limited to all logs and documentation as specified and required by insurance carriers to recover financial losses incurred. All logs and

documentation are required be submitted with invoice. Please note that documentation submitted after invoicing will not be accepted without approval of County Project Manager.

II. GENERAL REQUIREMENTS:

- a. All workers are subject to prevailing wages and applicable labor laws and regulations.
- b. All Contractors employees must sign in and out of the job site daily and a detailed log will be maintained by the Contractor for all employees working on site. This will be required to be submitted as part of the invoice process. No sign in logs provided after invoicing will be accepted. The County will not pay for any invoiced items that do not have the required documentation.
- c. Contractor will be required to complete all required daily logs and documentation detailing the existing environment conditions and validating the need for the continued use of all equipment. This documentation includes but is not limited to all logs and documentation as specified and required by insurance carriers to recover financial losses incurred. All logs and documentation are required to be submitted with invoice. The county will not pay for any invoice items that do not have the required documentation.
- d. Contractor must possess all applicable valid California Contractor License (s) including Divisions of Occupational Safety and Health (Cal-OSHA). Contractor shall maintain such license(s) in good standing for the duration of the Contract.
- e. All services performed shall be on an “as-needed” basis. There is no guaranteed minimum amount of work which will be ordered under this Contract.
- f. Will provide a written “not to exceed amount” the County Project Manager, or designee for immediate emergency work to stabilize environment only. After which, Contractor will provide a written proposal for complete job plan/scope and costs to be reviewed and approved by County Industrial Hygienist and County Project Manager prior to the beginning of any additional work that exceeds the initial emergency response. *All work completed after initial emergency response must have an approved estimate with a “Not to Exceed” amount in writing and authorization of “Notice to Proceed” (an email is acceptable to meet this requirement) before any additional work can commence.*
- g. Contractor shall provide monitoring and worker protective equipment in accordance with the California Occupational Safety and Health Administration (Cal-OSHA) and as required by the County. Where there is conflict, the most stringent requirements shall apply.
- h. Contractor will provide furniture movers as well as trucking and storage of any kind and all items removed for safekeeping, drying out, sanitizing and or disinfecting in a county approved warehouse or storage area.
- i. Any Sanitizing/disinfecting chemicals used during the process are to be acceptable for use within the State of California with the Material Data Sheet (MSDS) for these chemicals being submitted to the County Project Manager to forward to the County Industrial Hygienist for review.
- j. Contractor shall provide adequately trained and qualified personnel to perform a full range of services as specified.
- k. Contractor shall protect all portions of facility from damage during the course of work. Any damage arising from performance of contract to floors, ceiling, walls furniture, or any other improvement of property shall be repaired at once

to their original condition by Contractor at Contractor's own expense unless otherwise specified in the scope of work or is as result of consequence (consequential damage).

- l. Contractor shall comply with all Federal, State and local regulations pertaining to hazardous materials removal, storage, transportation and disposal; employee health and safety; Contractor certifications; hazardous materials certifications; and all licenses, permits, and training.
- m. Contractor shall secure vehicles parked on site at all times; the County of Orange is not responsible for theft or damage to vehicles left on County premises.
- n. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, and cones to protect the public, Orange County Public Works Staff, and its workers during the performance of this Contract.
- o. All tools and materials shall remain in Contractor's possession at all times.
- p. Contractor shall assure that all materials that could inflict injury shall be continuously cleaned up as work progresses.
- q. Contractor shall secure all work areas prior to the end of each workday.
- r. Contractor shall ensure all employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.
- s. Contractor shall warranty all labor and materials used in the Work for a period of one (1) year after completion and acceptance of Work, for each specific Job Order.
- t. Contractor shall at its sole expense obtain and maintain all permits and any training and/or license(s) required by Cal-OSHA and the California State License Board (CSLB), include all applicable requirements imposed by Federal, State, and local laws and regulations.
- u. Contractor shall have an effective Injury and Illness Prevention Program (IIPP).

III. SANITATION/REMEDICATION/ABATEMENT CODES AND REGULATIONS:

- a. Sanitation services performed shall be in compliance with the Institute of Inspection Cleaning and Restoration Certification (IICRC) Standards. In the event any parts of the standards are updated, the awarded contractor shall be required to stay in compliance of any LLCRC updated standard(s). <http://www.iicrc.org/>
- b. LLCRC S500: Standard and Reference guide for Professional Water Damage Restoration, section "LLCRC Standard for professional water damage restoration (LLCRC S500)" in its entirety, is hereby incorporated by reference.
- c. LLCRC S520: Standard and Reference Guide for Professional Mold Remediation, Section "LLCRC Standard for Professional Mold Remediation (LLCRC S520)" in its entirety is hereby incorporated by reference.
- d. For mold remediation/abatement, Contractor shall follow the guidelines per the recommendations of the Environmental Protection Agency (EPA) and the American Conference of Government Industrial hygienists (ACGIH) and other professional organizations guidelines as recommended; Such as the American Industrial Hygiene Association (AIHA) Occupational Safety and Health Administration (Cal-OSHA) and the Restoration Industry Association.

Acceptable Moisture Reading Guidelines:

Wood:
 6-14% is considered DRY
 15-17% is BORDERLINE
 >17% is WET

Drywall/gypsum/sheetrock:
 0-0.5% is DRY
 0.6-1% is BORDERLINE
 >1% is WET

IV. CONCRETE, BRICKS AND PLASTER:

Moisture meters use an arbitrary reference scale for these materials and will alarm at high levels. Meters must be set to the appropriate material type. If they are set inaccurately to “drywall” or “wood”, the meters may not give an accurate assessment for concrete etc.) Meters usually give a % moisture, but the WET/DRY guidance varies per meter.

For example; one (1) meter type indicates 0-30% as dry; 30-70 borderline; 70+ wet.

For this and all other types of materials (Except for Wood and Drywall listed above), acceptable moisture content will be determined by a professional Industrial Hygienist.

Note: The moisture guidelines and specifications set here will determine the continued need and justification for equipment charges. All daily moisture logs will be maintained and submitted with invoices. Invoices with daily charges on equipment that do not have moisture logs measured within the acceptable guidelines may not be paid for. Final determination will be made by County Project Manager and County Industrial Hygienist.

V. WATER INTRUSION REMEDIATION CATEGORIES AND REMEDIATION REQUIREMENTS:

Category one (1) Water Intrusion Remediation:

1. The following procedures will be performed during a category one (1) (i.e. clean water) event:
 - a. Secure the area and keep individuals out until clean-up is complete.
 - b. Verify water has been stopped from entering the space. If water is still entering space, contact County Project Manager, or Designated Individual immediately. Stop water from entering the space (i.e. if the water is from a plumbing leak, shut off a secondary valve to the leak location, or the main if a secondary valve cannot be located).
 - c. Dam-up the space to keep water from entering new unaffected areas of the space.

Note: Once secured and after initial remediation response, Contractor must provide a quote with a not to exceed amount that is calculated utilizing industry standard estimating software before any demo or removal of materials begins. Once received by the county representative, the Contractor must receive a NTE (Not to Exceed) and NTP (Notice to Proceed) in writing before work can begin.

2. Once secured and the water has been stopped, begin water remediation to secure and stabilize area only. Contractor must verify with County Project manager or Designated Individual to verify if there has been an asbestos and lead-based paint (LBP) survey of the space before any demolition can occur in the space.
 - a. If there has not been a survey performed, the County Project Manager or Designee will proceed with obtaining an inspection for these items (asbestos and LBP).
 - b. If no asbestos and/or LBP is present, contractor must receive a clearance first and can then proceed with work.
 - c. If asbestos and/or LBP is present, stop all work, clear the area and contact County Project Manager or Designated Individual to assess and complete asbestos, LBP remediation.

Note: Contractor cannot proceed with demo until LBP and Asbestos levels are determined and remediation is completed as indicated by test results.

3. If no asbestos and LBP materials are present and if the event is a new event, i.e. less than 24 hours old and the Contractor has an approved "Not to Exceed" amount for the work and a "Notice to Proceed" with work in writing (an email is acceptable to meet this requirement):
 - a. Remediation Contractor shall be mobilized per the Contract and install fans and de-humidifying equipment into all areas of the space that were affected by the water to start the extraction and drying process. *Note: The County does not authorize Fans and Dehumidifying equipment without daily moisture reading confirming moisture levels that require their use.*
 - b. If tact down carpeting is present, lift all wet carpeting and remove and dispose of the wet pad.
 - c. Remove the baseboard and/or cove at the bottom of the effected walls, drill holes into the walls below the base board/cove level and blow air at the holes to assist in the drying process. If it is possible, have the contractor inject warm air into the holes at the bottom of the walls.
 - d. If it is determined that it is not possible to dry the walls and the decision has been made to remove wall material (whether drywall or plaster), only remove the wall material that is determined to have an elevated level of moisture. Measure this by using an appropriate (for the type of wall present, i.e. drywall or plaster) moisture meter. This should be done by the County Industrial Hygienist or a representative authorized by the County Industrial Hygienist. The amount of wall removed should be no more than the lower 48 inches of the wall. The only reason that additional wall material above this level may need to be removed, is if the water leak is from above, such as a pipe leak in the plenum or a roof leak. Either way, the only wall material that should be removed, should be the wall material that is determined to have an elevated level of moisture.
 - e. If the leak has affected the ceiling (i.e. suspended ceiling tiles), then remove and dispose of the suspended ceiling tiles that have become wet. If the ceiling is either drywall or plaster, install fans in the above ceiling area as well to start the drying process.
 - f. If it has been determined that the ceiling cannot be dried, and the decision has been made to remove the ceiling, then, only remove the ceiling material that

was determined to have an elevated level of moisture using a calibrated moisture meter.

Note: The remediation portion and build back portion will be executed and quoted separately

VI. CATEGORY 2 AND 3 WATER INTRUSION REMEDIATION:

1. The following procedures will be performed during category 2 (i.e. grey water) and 3 (i.e. black water) back-up events, which are contaminated water back-up events.
 - a. Secure the area and keep people out until clean-up is complete.
 - b. Stop the sewage from entering all unaffected space.
 - c. Dam-up the space to keep sewage from entering unaffected space.

Note: Once secured and after initial remediation response, Contractor must provide a quote with a not to exceed amount that is calculated utilizing industry standard estimating software before any demo or removal of materials begins. Once received by the county representative, the Contractor must receive an authorized NTE (Not to Exceed) and NTP (Notice to Proceed) in writing (an email is acceptable to meet this requirement) before any additional work can commence.

2. Once secured and the water has been stopped, begin water remediation to secure and stabilize area only. Contractor must verify with County Project manager or Designated Individual to verify if there has been an asbestos and lead-based paint (LBP) survey of the space before any demolition can occur in the space.
 - a. If there has not been a survey performed, County will proceed with obtaining an inspection for these items (asbestos and LBP).
 - b. If no asbestos and/or LBP is present, Contractor must receive a clearance first and can proceed.
 - c. If asbestos and/or LBP is found to be present, stop all work and contact County Project Manager or Designated Individual to access and complete asbestos, LBP and water intrusion remediation.

Note: Contractor cannot proceed with demo until LBP and Asbestos levels are determined and remediation is completed as indicated by test results.

- d. The remediation scope of work must include removing and disposing of all porous items (i.e. carpeting, padding, furniture, walls, etc.,) contacted by sewage.
- e. Workers who perform this work should be adequately protected using respiratory protection (particulate and organic vapor), disposable coveralls, gloves, etc.
- f. The amount of wall material that should be removed should be the portion of the wall that was contacted by the sewage, plus an additional 12 to 24 inches in all directions.

- g. The non-porous surfaces affected by the event should be cleaned thoroughly using an antibacterial solution (i.e. mild bleach solution [i.e. 10% sodium hypochlorite to 90% water], quaternary ammonium detergent, or other non-hazardous chemical) to thoroughly clean all areas that were impacted by the sewage event.
- h. Post remediation samples for the potential constituents of a sewage back-up event may be collected to ensure that the area is clean for rebuilding.

VII. FUNGAL REMEDIATION:

The following procedures will be performed prior to and/or during a fungal remediation event.

1. Contractor shall verify with County Project Manager or Designated Individual to verify if there has been an asbestos and lead based paint (LBP) survey of the space before any demolition can occur in the space.
 - d. If there has not been a survey performed, County will proceed with obtaining an inspection for these items (asbestos and LBP).
 - e. If no asbestos and/or LBP is present, Contractor must receive a clearance from County Project Manager or Designated Individual and confirm survey has been performed and no asbestos and/or LBP was determined to be present, once all clearance approval has been received, Contractor shall proceed.
 - f. If asbestos and/or LBP was determined to be present, stop all work and contact County Project Manager or Designated Individual to assess and complete asbestos, LBP and water intrusion remediation.

Note: Contractor shall not proceed with demo until LBP and Asbestos levels are determined and remediation is completed as indicted by test results

- g. Determine the source of the water intrusion event, this will be performed by either the Orange County Public Works or an authorized representative.
- h. Determination of the source of the water intrusion event, this will be performed by either the Orange County Public Works or an authorized representative.
- i. Collection of surface samples to determine whether actual fungal growth has occurred at the site shall only be performed when authorized by the County Industrial Hygienist or an authorized representative of the County Industrial Hygienist. The type of mold present is not pertinent information, because any fungal growth present shall be removed regardless of type, genus, or species.
- j. Once fungal growth has been determined to be present, create a remediation scope of work for a contractor bid. The remediation scope of work shall include language that all affected building materials (i.e. building materials with fungal growth), plus an additional 12 to 24 inches of non-impacted and non-water stained building materials will be included in the remediation scope of work.
- k. The requirements for post fungal remediation will be based on the type of building and remediation project. Typically, post fungal remediation evaluations include a visual inspection, a moisture meter survey to determine whether building materials are dry, and the collection of surface and/or air samples. These will be decided on a project by project basis by the County

Industrial Hygienist or a representative authorized by the County Industrial Hygienist.

Note: Contractor must provide a quote with a "Not to Exceed" amount that is calculated utilizing industry standard estimating software before any demo or removal of materials begins. Once received by the county representative, the Contractor must receive an authorized NTE (Not to Exceed) and NTP (Notice to Proceed) in writing (an email is acceptable to meet this requirement) before any additional work can commence.

VIII. SERVICE REQUEST/PERFORMANCE REQUIREMENTS:

- a. Contractor shall be available on-call 24 hours day, 7 days a week, and 365 days a year.
- b. Contractor shall provide one main telephone number to dispatch all County's Service requests.
- c. Service calls will be generated directly from the requesting County department(s).
- d. Contractor shall respond within two (2) hours and commence work within four (4) hours or less for emergency services. Emergency conditions are those instances that considered unsafe or hazardous or may cause public safety. Contractor shall respond within 24 hours and commence work within 48 hours or less for services of interruption of daily operation. A county representative will inform contractor of the seriousness of each service call as seem appropriate.

OCCURRENCE/INCIDENT/REQUEST ARE TO BE CATEGORIZED BY BOTH PARTIES AS FOLLOWS:

Priority Level	Type	Respond Time
1-High	Emergency: Unsafe Security Risk Staff/Public Safety	Respond within two (2) hours and commencement within four (4) hours upon receipt of call. All work to be completed as mutually agreed upon by both parties.
2-Medium	Non-treating and Interruption of daily operations	Respond within 24 hours and commencement within 48 hours. All work to be completed as mutually agreed upon parties.
3-Low	Instances that does not impact daily operations	Respond within 48 hours and commencement within 7 days. All work to be completed as mutually agreed upon both parties.

In Non-emergency situations, Contractor shall respond to County Service request and provide estimate at no cost to the County. Contractor may not charge for an estimate.

IX. FAILURE TO PERFORM SERVICES:

1. In the event the Contractor fails to perform the work required by the terms herein in a diligent and satisfactory manner the County may at its own option and without prejudice to any other rights, may perform or cause to be performed all or any part

of the work. Contractor shall be required to reimburse the County for any expense incurred or the County may deduct the amount from any sum owed to Contractor.

2. Contractor will post and maintain all signs, barricades, and other safeguards required by law, ordinance, or good judgement.
3. Contractor shall bear full responsibility for the protection and safety of public, personnel, materials and surfaces in the vicinity of the work being performed.
4. No advertisement signs shall be permitted.

X. Work Hours:

1. Based upon the nature of work and various County Department's operational hours. It is important to note that several major County entities and operations serving the public are open 24-hours per day, 7-days per week, and services may be required as-needed in which awarded Contractor must adhere to service request and requirements as defined herein.
2. For County Departments that do not operate 24-hours per day. Contractor must have the ability to provide services during that particular County Department's normal business hours.

XI. County Service Request and Account Representation:

1. Contractor must provide dedicated account representation to the County.
2. Project Manager(s) and Supervisor(s).
 - a. Contractor shall provide the County with the name, phone numbers, and address of the person for your company who will be the primary contact representative for this account.
 - b. Contractor shall assign a Project Manager to serve as the primary contact in the field for communication with the County.
 - c. Contractor shall ensure that Project Manager(s) and Supervisor(s) are responsible to maintain the schedule and final completion deadlines; resolve project-related issues, clarify project-related problems and identify unknown site conditions; participate in project meeting with the County to review and report on progress of the work; coordinate work activities of subcontractors and work with other trades involved, and attend meetings with the County.

XII. Service Account Representative(s):

1. Contractor shall provide the County with the name, phone numbers, and address of the person(s) in your company for placing service calls.
2. Contractor shall assign dedicated Account Representative(s) to serve as the primary contract for account and service requests.
3. Contractor shall ensure that Account personnel respond for service request in accordance to the response time requirements described herein, confirming dates and locations of service staff, equipment requests, billing issues, and verifying completion of services.

XIII. Contractor Responsibilities:

1. Contractor shall guarantee all persons employed (include subcontracted) to provide service to the County have satisfactory past work records and are qualified and received proper training to perform such services as described in this Agreement.

2. Contractor shall attend periodic meetings with the County to discuss performance, project status, and any other issues to ensure the requirements delineated in this Agreement are fulfilled.
3. Contractor shall provide project consultation with County staff to assist with recommendations and potential solutions as requested.
4. Contractor shall provide preliminary project budget consultation and estimate in writing. After which all additional charges must be pre-approved by the county project manager.
5. Contractor shall coordinate work with other trades as necessary, to determine responsibilities and rescheduling of other activities on the project site.
6. If equipment is shipped directly to a project site, Contractor shall be on site to provide all of the necessary receiving, inspection and set-up functions.
7. Contractor must maintain an ongoing plan and provide evidence of training for their employees providing services under the Agreement per Title 8 regulations pertaining to workplace safety. At a minimum, the Contractor must provide their employees an injury and illness prevention program (IIPP). In addition, to any other applicable local state, and or federal required training, the Contractor shall ensure their employees receive the following training and specific instructions regarding hazards unique to their job assignment, including but not limited to:
 - California Exposure Control Plan and Blood Borne Pathogens Standard (Title 8, industry Safety Order (GISO 5193) <http://www.dir.ca.gov/title8/5193.html>
 - California Hazard Communication Program (Title 8, General Industry Safety Order (GISO 5194) <http://www.dir.ca.gov/title8/5194.html>
 - Aerosol Transmissible Disease (Title 8, GISO 5199) <http://www.dir.ca.gov/title8/5199.html>
8. Contractor shall advise the County of any pending lawsuits, Cal/OSHA violations within 30 days of date of knowledge of such citations. Should such citation(s) be due to services performed for the County, under this agreement, Contractor shall immediately notify the County Project Manager.

XIV. Hazardous Conditions:

1. Whenever Contractor's operations create a condition hazardous to traffic or to the public, Contractor shall provide flagmen and furnish, erect and maintain control devices necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County Contractor shall comply with County directives regarding potential hazards.
2. Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.
3. Signs, lights, flags and other warning and safety devices shall conform to local, state and federal as well as, but not limited to, those requirements set forth in the current traffic manual, Traffic control for construction and Maintenance work zones, published by the State of California Department of Transportation.

XV. Final Inspection and Acceptance:

1. Services provided by the Contractor shall be inspected and accepted by the County. The Contractor will coordinate with the FAF's Principal E. H. & Compliance Specialist to have project reviewed. County review of services and acceptance may include testing by a third part testing company (i.e. performed by Certified Industrial Hygienist)
2. County will provide a responsible party to sign for acceptance of services provided under this agreement upon completion. All projects and or work as determined by the County be subject to spot inspections (when applicable) and inspected, then accepted by the County prior to the project being deemed completed.

XVI. Warranty:

1. Contractor shall warranty all services provided for 90 calendar days, beginning from the date the work is accepted by the County.
2. Contractor warrants to County that the services and equipment provided conform meet or exceed workmanship, free from defects and per the requirements of this RFP.
3. Warranty service shall include all supplies, materials, labor, travel, freight, tools and equipment. On site response time for warranty services shall be within 24-hours from the time of the call from the County is received by contractor.
4. Failure by the Contractor to take corrective action on warranty performance problems and/or construction deficiencies within 24 hours after personal or telephonic notice by the County on items affecting use of facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County will be claimed against Contractor or, if necessary, the Performance Bond.

XVII. Identification (Uniforms/Badges):

1. Contractor shall ensure that all personal assigned to county project have identification identifying the employee, the name of the company and the employees position with the company. Identification must be furnished by the Contractor.
2. Contractor delete be easily identifiable when on County premises.

XVIII. Security:

Background Checks:

All Contractor personnel to be employed in performance of work under this Contract shall be subject to background checks and clearance prior to working in a Probation facility or a Sheriff's facility. The Contractor shall prepare and submit an information form to the County's project manager for all persons who will be working or who will need access to the facility. These information forms shall be submitted at least five County working days prior to the start of the work on the Contract or prior to the use of any person subsequent to the contractor's start of work. These information forms will be provided by the County's project manager upon request and will be screened by the County's Probation Department and/or Sheriff's Department. These information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds

for denying clearance. **No person shall be employed under this contract who has not received prior clearance from the Probation and/or Sheriff's Department.** The County, the Probation Department nor the Sheriff's Department need give a reason clearance is denied.

Performance Requirements:

- XIX.** All Contractors vehicles parked on site shall be locked and thoroughly secured at all times. All tools and materials shall remain in Contractors' possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or control in youth detention facilities or to the escort or Control in the Sheriff's facilities. All materials, large or small, from removal operations or new construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no contact either verbal or physical, with inmates in the facilities. **Contractor's Employees shall NOT:**

1. Contractor shall NOT give names or addresses to inmates;
2. Contractor shall NOT receive any names or addresses from inmates (including materials to be passed to another individual or inmate);
3. Contractor shall Not disclose the identity of any inmate to anyone outside the facility;
4. Contractor shall Not Give any materials to inmates; or
5. Receive any materials from inmates (including materials to be passed to another individual or inmate)

Failure to comply with these requirements is a criminal act and can result in prosecution.

Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

XX. Contractor's Personnel shall:

1. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each workday;
2. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time; and
3. Report to the control desk upon arrival at the job site.

Control will ensure that the work area is clear and ready for work to begin. If a Contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's project manager should be contacted immediately. Repeat problems will be grounds for remedial action which may include Contract termination.

XXI. Reporting Requirements:

1. Contractor shall be required to provide quarterly as well as annual reports to the County Contact Administrator (Procurement Department).
2. All reports shall be submitted by the Contractor to the County by the last working day of each quarter in the annual or quarterly reports.
3. Upon request, Contractor shall provide County with additional reports on items that are contained in the annual or quarterly reports.
4. Spending Reporting Requirements
5. Contractor is required to maintain an up-to-date statement of the County's account.
6. On a quarterly basis, the County will require cumulative contract activities in dollars with itemized labor, transportation, materials, equipment, and any additional analytical data that may be beneficial to the ongoing management of the awarded contract.
 - a. Contractor shall have the ability to report dollar amount spent by County's department(s) year and history of services performed.
 - b. Contractor shall also be required to provide annual report that summarizes the County spent, services performed, service requests, etc., on an annual basis.
 - c. Contractor shall have the ability to report dollar amount spent by the County department, year, and history of services performed.
 - d. Reports must include project description, site location, response time (from time services were requested by County), duration of project (start date to project completion date) or other such information as may be required by the County.
 - e. Each project must reference contractor invoice number and the County Work order number.

XXII. Invoicing Instructions:

1. Contractor shall have the ability to provide the County with a correct invoice for one, or multiple departments on a per project basis.
2. Contractor shall invoice to the correct County department in order to receive timely payments.
3. Upon completion of a scheduled move (project closed out by the County and Contractor) Contractor shall send a correct invoice to the County within fourteen (14) days of acceptance of project (completion).
4. Detailed invoicing shall be required. A correct invoice shall include:
 - a. Reference agreement number.
 - b. Purchase order number of County unique identifier (i.e. Facilities and Fleet department work order number) number to be provided by the County's personnel.
 - c. Name and contact information of County requestor and related agency/department.
 - d. Time and date service call received by Contractor.
 - e. County site location.
 - f. Quantity of Personnel, labor hours (if hourly, number of labor hours, and labor rate (regular or overtime) extended cost of line item) Transportation and Driver(s) and associated invoice items.
 - g. Itemized list and quantities of materials and equipment, and associated rates with pricing extended out.
 - h. Any other relevant information relevant to the scheduled move, in full detail.

XXIII. Additional Repairs and/or Work:

1. Upon District request, the Contractor shall submit supplemental proposals, which include, but is not limited to additional repairs and/or work not called for under the Scope of Work. Contractor must obtain District's Project Manager or designee written approval prior to commencing any additional repairs and work.
2. The Contractor shall provide supplemental proposals in accordance with the pricing as specified herein below Attachment B, Contractor Pricing, Section XXIII, Additional Repairs and Work.
3. The District reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the Additional repairs and/or Work and to utilize the data provided under this Contract relative to necessary materials and repairs.
4. If the District authorizes work by an alternate source, the Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
5. Contractor shall continue to provide PM Services to all areas not affected by work provided by alternate sources.
6. Upon completion of any additional repairs and/or work, whether by Contractor or an alternative source, the District's Project Manager or designee and Contractor will inspect the finished product at no additional cost to the District. Upon mutual acceptance of the Additional Repair and/or Work, the Contractor shall again be responsible for all equipment originally covered under this Contract and the work performed under this section.

**ATTACHMENT B
CONTRACTORS PRICING**

1. **Compensation:** This is a firm-fixed fee/usage Contract between the County and Contractor for Sanitation and Remediation Removal and Decontamination Services as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Amendment No. 1

Line	Description	Total Cost
1	Labor Prevailing Wage	Cost + 30%
2	Air-Mover Per Day	\$ 26.00
3	Dehumidifier Per Day	\$ 155.00
4	Air Scrubber Per Day	\$ 115.00
5	Truck Mounted Extractor Per Day	\$ 450.00
6	Materials not on Rate Sheet	Cost + 20%
LABOR RATES		
CLASSIFICATION		HOURLY RATE
General Cleaning Laborer		\$ 30.50
(New York/California/Wash DC/Boston / Greater New England Area)		\$ 33.50
Construction Labor		\$ 42.00
Management Fee		\$ 2.50
General Restoration Supervisor		\$ 65.00
Dehumidification Supervisor/ Tech		\$ 65.00
Document Recovery Tech		\$ 70.00
Document Specialist		\$ 65.00
Remediation Supervisor / Technician		\$ 70.00
Resource Coordinator		\$ 65.00
Project Accountant		\$ 65.00
Electronics Restoration Supervisor / Technician		\$ 58.00
Industrial Corrosion Control Supervisor / Technician		\$ 50.00
Carpenter		\$ 65.00
Framer		\$ 65.00
Painter / Drywall		\$ 65.00
Roofing Laborer		\$ 65.00
Roofer		\$ 75.00
Assistant Project Manager		\$ 80.00
Project Manager		\$ 90.00
Project Director		\$ 100.00
Health and Safety Officer		\$ 95.00
Project Consultant		\$ 135.00
Project Coordinator		\$ 135.00
CLASSIFICATION		RATE
Ozone Generator—Model 330		\$ 120.00

Ozone Generator—Model 630	\$ 160.00
Ozone Generator—Model OG-EA	\$ 25.00
Pump—Sump	\$ 52.00
Radio—Personnel Communication	\$ 20.00
Respirator—Full Face	\$ 15.00
Respirator—Half Face	\$ 10.00
Saw—Cut-Off	\$ 78.00
Saw—Kett	\$ 28.00
Sprayer—Commercial Airless	\$ 180.00
Spot Cooler—1 to 2-ton	\$ 150.00
Steamatic Extraction System	\$ 250.00
Steamatic TMU Extraction System	\$ 450.00
Thermohygrometer	\$ 24.00
Trailer—Flatbed, Cargo, Reefer	\$ 150.00
Truck—Box (inclusive of mileage)	\$ 200.00
Ultrasonic Decontamination Vat	\$ 80.00
Vacuum—Commercial Canister	\$ 25.00
Vacuum—EDP Anti-Static	\$ 75.00
Vacuum—HEPA	\$ 85.00
Vacuum—Upright	\$ 15.00
CLASSIFICATION	RATE
Van—Cargo / Passenger	\$ 100.00
Vehicle—Passenger/Pickup	\$ 75.00
Washer—High Pressure	\$ 80.00
Washer—High Pressure—Hot	\$ 150.00
X-Ray Cleaning System	\$ 450.00
EQUIPMENT RENTAL	
CLASSIFICATION	RATE
Air Compressor, < 10-gal	\$ 26.00
Air Compressor—Large	\$ 85.00
Air Mover / Carpet Dryer	\$ 26.00
Axial Fan	\$ 28.00
Blasting Unit—Soda	\$ 600.00
Dehumidification Unit—Dri-Tech—or equivalent	\$ 145.00
Dehumidification Unit—Phoenix 200—or equivalent	\$ 155.00
Dehumidification Unit—Phoenix 300—or equivalent	\$ 200.00
Edge Guard, linear foot	\$ 2.75
EDP—Tool Set	\$ 24.00
EDP—Instrument Drying Oven	\$ 140.00
EDP—High Pressure Sprayer	\$ 50.00
Electric Load Panel	\$ 40.00
Extraction Unit—LRU	\$ 425.00
Fall Protection	\$ 25.00
Fans—Industrial	\$ 85.00
Flanders Filter	\$ 20.00
Foamer	\$ 100.00
Fogger—Spray Mist	\$ 25.00
Fogger—Thermo-Gen	\$ 90.00
Furnace—Portable	\$ 72.00
Generator—Less than 10 kW	\$ 115.00
HEPA Air Filtration Unit—2000 CFM	\$ 115.00
HEPA Air Filtration Unit—1000 CFM	\$ 90.00
HVAC—Air Tool Kit	\$ 25.00
HVAC—Cutting / Spray Kit	\$ 25.00
HVAC—Duct Auger	\$ 90.00
HVAC—Duct Sweeper	\$ 80.00
Hydroxol Generator Boss	\$ 200.00
Hydroxol Generator Boss XL3	\$ 220.00
Hygrothermograph—Recording	\$ 24.00
Injectidry Unit	\$ 120.00
Interceptor / Flood Pumper	\$ 110.00
Lights—Quartz Demolition	\$ 18.00
Micromanometer	\$ 20.00
Micromanometer—Recording	\$ 80.00
Moisture Meter—Penetrating or Non-Penetrating	\$ 26.00

ATTACHMENT B CONTRACTORS PRICING

CLASSIFICATION	RATE	UOM
Adhesive Remover	\$11.00	/can
Alcohol—Isopropyl	\$24.00	/gallon
Applicators—6" Cotton	\$22.50	/m
Biocides/Disinfectants	\$49.00	/gallon
Bleach	\$5.50	/gallon
Box—Book	\$2.75	/each
Box—Dish	\$5.25	/each
Box—Freeze Dry	\$2.25	/each
Brush, Grout	\$4.50	/each
Brush, Scrub, Long Handle	\$10.00	/each
Brush, Wire	\$6.50	/each
Carpet Deodorizer*	\$15.00	/gallon
Carpet Mask	\$85.00	/roll
Cartridge—N 95	\$37.00	/box
Cartridge—Respirator	\$12.50	/each
Coil Cleaner* or equivalent	\$20.50	/gallon
Cotton Cleaning Cloths	\$7.95	/lb.
Desudser	\$45.00	/gallon
Dry Solvent Stain Remover* or equivalent	\$44.00	/gallon
EDP—Corrosion Control Lubricant #1* or equivalent	\$52.00	/gallon
EDP—Corrosion Control Lubricant #2* or equivalent	\$48.00	/gallon
Emulsifier—Powder* or equivalent	\$6.00	/lb.
Emulsifier—Liquid* or equivalent	\$22.50	/gallon
Expert Formula 828 Concentrate* or equivalent	\$39.00	/gallon
Filter—Carbon	\$49.75	/each
Filter—HEPA for Air Filtration Unit	\$295.00	/each
Filter—HEPA for Vacuum	\$215.00	/each
Filter—Primary	\$3.10	/each
Filter—Secondary	\$6.60	/each
Filter—Dehumidification	\$6.60	/each
Furniture Blocks	\$90.00	/box
Furniture Pads	\$100.00	/box
Furniture Polish	\$8.75	/can
Furring Strips—1x2	\$2.90	/each
Furring Strips—2x2	\$4.20	/each
Glass Cleaner* or equivalent	\$12.75	/gallon
Gloves—Cotton	\$2.15	/pair
Gloves—Latex	\$2.15	/pair
Gloves—Leather	\$3.25	/pair
Gloves—Nimble Finger (N-Dex)	\$1.25	/pair
Goggles	\$5.25	/each
Grid Clips	\$4.00	/each
HEPA Vac Bonnets	\$14.50	/each
Inventory Tags	\$80.00	/box
Lemon Oil	\$42.00	/gallon
Lin-Aire Liquid Spray Concentrate* or equivalent	\$69.00	/gallon
Lin-Aire Absorption Gel* or equivalent	\$13.00	/lb.
Lin-Set D-1* or equivalent	\$74.00	/gallon
Lin-Set Duct Seal* or equivalent	\$68.00	/gallon
Lumber—2x4	\$0.81	/lf
Lumber—2x6	\$0.90	/lf
Mask—N95	\$35.00	/box
Mask—Particulate	\$26.00	/box
Mats—Sticky, Wak-off	\$70.00	/case
Metal Flashing	\$54.00	/roll
Mop Heads	\$9.00	/each
Odormatic* or equivalent	\$57.00	/gallon
Painters Plastic .75 mil	\$39.00	/roll
Paper—Corrugated	\$90.00	/roll
Paper—Craft	\$75.00	/roll
Pigmented Sealer	\$34.00	/gallon
Plywood OSB, up to 1/2"	\$44.50	/each
Plywood OSB, up to 5/8"—3/4"	\$55.60	/each
Polishing Pads	\$35.00	/box of 20
Polyester Filter Material	\$82.00	/roll
Polyethylene Bags—3-6 mil	\$109.00	/roll

ATTACHMENT B
CONTRACTORS PRICING

CLASSIFICATION	RATE / UOM
Poly. Sheeting (8'x200' roll) (2-4 mil)	\$ 62.00 /roll
Poly. Sheeting (20'x100' roll) (4 mil)	\$ 72.00 /roll
Poly. Sheeting (20'x100' roll) (6 mil)	\$ 99.00 /roll
Poly. Sheeting (20'x100' roll) (3-6 mil) fire ret.	\$ 119.00 /roll
Pump—Barrel-Syphon	\$ 13.50 /each
Reodorant* or equivalent	\$ 88.00 /gallon
Restoration Sponge	\$ 2.00 /each
Roof Felt—15 lb.	\$ 32.50 /roll
Roof Felt—30 lb.	\$ 42.50 /roll
Roofing Cement, Black Tar	\$ 24.00 /gallon
Safety Glasses	\$ 6.00 /each
Shrink Wrap	\$ 59.00 /roll
Spray Adhesive	\$ 5.15 /can
Spray Bottle with Trigger	\$ 3.40 /each
Stainless Steel Polish	\$ 13.20 /can
Suit—Tyvek	\$ 11.50 /each
Tape—Boxing	\$ 4.50 /roll
Tape—Duct	\$ 6.15 /roll
Tape—Masking	\$ 5.15 /roll
Tape—Blue Remediation	\$ 9.15 /roll
Tape—Painters	\$ 12.75 /roll
Tape—Caution	\$ 13.50 /roll
Tape—HVAC, Aluminum	\$ 22.00 /roll
Tarp Material	\$ 0.24 /sq. ft.
Thermo Fog Spray	\$ 64.00 /gallon
Trash Bags—Disposable	\$ 30.50 /roll
Tubing—Lay Flat	\$ 325.00 /roll
Vinyl & Leather Conditioner* or equivalent	\$ 19.95 /quart
Vacuum Bags	\$ 4.65 /each
Wipes—Lint free, anti-static	\$ 33.00 /each
Wrap—Bubble, anti-static	\$ 80.00 /roll
Zippers—Containment	\$ 11.25 /each

I. Labor

A. Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat, secured through a labor service or subcontractor. Rates stated below are per person per hour.

CLASSIFICATION	HOURLY RATE
General Cleaning Labor	\$ 44.00
Management Fee	4.00
Carpenter/ Framer	86.00
Clerical	46.75
General Restoration Supervisor	70.00
Dehumidification Supervisor/ Tech	80.00
Document Recovery Tech	82.00
Document Specialist	77.00
Drywall Installer/ Finisher	80.00
Equipment Operator	75.00
Flooring Installer	78.00
Generator Technician	95.00
Remediation Supervisor / Technician	75.00
Resource Coordinator	70.00
Project Accountant	70.00
Electronics Restoration Supervisor / Technician	66.00
Industrial Corrosion Control Supervisor / Technician	61.00
Skilled / Construction Trades Not Listed	Xactimate Rate per Geographical Location
Truck Driver	65.00
Assistant Project Manager	85.00
Painter	75.00
Project Manager	110.00
Project Director	120.00
Project Estimator	100.00
Health and Safety Officer	100.00
Project Consultant	160.00
Project Coordinator	150.00
Mold Remediation Labor	60.00
Restoration Tech	55.00
Roofer	105.00
Technical Consultants / Engineers	Cost + 30%

B. Other Labor Provisions

1. These rates and provisions are predicated upon BMS Cat standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify BMS Cat standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.
2. Standard Hours - All labor rates stated above are for the first 40 hours worked in a workweek, beginning on Monday and ending on Sunday, exclusive of BMS Cat holidays. In the event of a community-wide disaster, overtime will be billed at the rates scheduled above, as it is incurred, regardless of the number of hours worked on a particular job.

3. Non-Standard Hours - The rates for labor performed by all classifications in a work week over 40 hours, will be 1.5 times the rates scheduled in Section I.A above. Rates for labor performed on BMS Cat recognized holidays will be 2.0 times the rates scheduled in Section I.A. above. In the event BMS Cat is required to pay double time for any work performed, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled in Section I.A. above.
4. The Management Fee above applies when BMS Cat supervises the customer's employees, rather than hiring General Cleaning Laborers. The payroll, taxes and benefits are the responsibility of the customer.
5. Remediation Supervisor / Technician labor classification will be charged when personnel are using half-face or full-face respirators.
6. During the course of performance of work, BMS Cat may add additional labor classifications to the schedule above at rates to be determined by BMS Cat.
7. Premium Wages - When working in and around high cost of living areas including, but not limited to California, Washington, New York, New Jersey, Hawaii, Washington DC, Chicago, Boston, Philadelphia and Internationally, a multiplier of 1.25 will be applied to all listed labor rates in order to account for increased costs. The premium is the minimum and is subject to change. Any modifications to the multiplier will be submitted and become part of this agreement.
8. Travel time for personnel shall be billed to the contract at the rates in Section I.A and I.B.2 above.
9. In the event that federal/state prevailing wages and/or collective bargaining rates exist, BMS Cat may charge the cost of labor plus an additional 30% at BMS Cat's discretion.

II. Equipment Rental

A. Equipment Rental Rates

The following rates apply to equipment utilized in the performance of the work (whether supplied from BMS Cat inventory or specifically purchased by BMS Cat or supplied by a subcontractor).

CLASSIFICATION	RATE
Air Compressor, < 10 gal	\$ 40.00
Air Compressor - Large	85.00
Air Mover / Carpet Dryer	32.00
Axial Fan	38.50
Blasting Unit - Soda	800.00
Cable Tails - #2 - Male or Female	23.00
Cable Tails - 4/0 - Male or Female	13.00
Cable Ramps	20.00
Cable - Camlock Tees	9.00
Cable - Spiderbox - 6/4 50 amp - 50 ft	44.00
Cable - Spiderbox - 6/4 50 amp - 100 ft	64.00
Cable - 2/5 Pin and Sleeve Cable - 50 ft	70.00
Cable - 4/0 Camlock Cable - 50 ft	30.00
Cable - 4/0 Camlock Cable - 100 ft	44.00
Cable - Banded Wire - 50 ft	50.00
Cart - Debris Cart	35.00
Cart - Flat Cart	30.00

CLASSIFICATION	RATE
Dehumidification Unit - Phoenix 200 - or equivalent	165.00
Dehumidification Unit - Phoenix 300 - or equivalent	200.00
Dolly - Drywall	35.00
Edge Guard, linear foot	5.00
EDP - Tool Set	24.00
EDP - Instrument Drying Oven	180.00
EDP - High Pressure Sprayer	60.00
Electrical Distribution Panel - 200 amp Cam/ 50 amp Splitter	195.00
Electrical Distribution Panel - 400 amp Cam/ 100 amp 208V Splitter	275.00
Electrical Distribution Panel - 400 amp Cam/ 100 amp 480V Splitter	275.00
Electrical Distribution Panel - 600 amp Multi	300.00
Electrical Distribution Panel - 1200 amp Multi	400.00
Electrical Distribution Panel - Spider Box with GFCI	90.00
Electrical Distribution Panel - 400 amp Disconnect	265.00
Electrical Distribution Panel - 480V to 120V (12 x 20amp circuits)	250.00
Electrical Distribution Panel - 480V to 240V/110V - 200 amp with Transformer	340.00
Electrical Distribution- 208V to 120V(per main box 6 stringers w/quads + 1000 ft cable)	750.00
Electrical Distribution Panel - 3 Gang Box/3 - 20 amp 120V GFCI	28.00
Extraction Unit - LRU	525.00
Fall Protection	30.00
Fans - Industrial	95.00
Flanders Filter 24" x 24"	28.00
Flanders Filter 24" x 48"	55.00
Foamer	100.00
Fogger - Spray Mist	40.00
Fogger - Thermo-Gen	110.00
Furnace - Portable	72.00
Fuel Tank - Single Wall - 275 Gallon	125.00
Fuel Tank - Single Wall - 500 Gallon	300.00
Fuel Tank - Single Wall - 1000 Gallon	500.00
Fuel Tank - Single Wall - 2300 Gallon	625.00
Generator - Less than 10 kW	135.00
Generator - 35 KW	340.00
Generator - 36 KW	485.00
Generator - 60 KW	575.00
Generator - 80 KW	625.00
Generator - 100 KW	850.00
Generator - 150 KW	935.00
Generator - 180 KW	1,000.00
Generator - 200 KW	1,050.00
Generator - 230 KW	1,175.00
Generator - 250 KW	1,210.00
Generator - 300 KW	1,485.00
Generator - 350 KW	1,925.00
Generator - 400 KW	2,000.00
Generator - 500 KW	2,750.00
Generator Cable - Per Linear foot	1.50
HEPA Air Filtration Unit - 2000 CFM	140.00
HEPA Air Filtration Unit - up to 1000 CFM	110.00
HVAC - Air Tool Kit	28.00
HVAC - Cutting / Spray Kit	28.00
HVAC - Duct Auger	100.00
HVAC - Duct Sweeper	80.00
HVAC - Video Tool	150.00

CLASSIFICATION	RATE
Hydroxyl Generator Boss	225.00
Hydroxyl Generator Boss XL3	240.00
Hygrothermograph - Recording	24.00
Injectidry Unit	145.00
Interceptor / Flood Pumper	160.00
Lights - Balloon Lights	130.00
Lights - Quartz Demolition	20.00
Lights - Light Tower	180.00
Lights - Wobble Lights	45.00
Micromanometer	20.00
Micromanometer - Recording	100.00
Mobile Command Center	425.00
Moisture Meter - Penetrating or Non-Penetrating	26.00
Moisture - Thermal Camera	125.00
Negative Air Machine	150.00
Ozone Generator - Model 330	120.00
Ozone Generator - Model 630	160.00
Ozone Generator - Model OG-EA	25.00
Pallet Jack	70.00
Pump - Trash - Gas 2"	150.00
Pump - Sump	52.00
Quad Box Cable - 12/5 Extension Cable - 50 ft	22.00
Quad Box Cable - 12/5 Extension Cable - 100 ft	30.00
Quad Box Feeder Panel - 100 amp	150.00
Quad Box Feeder Panel - 200 amp	180.00
Quad Box String - 10 ft with GFI	22.00
Quad Box String - 20 ft with GFI	26.00
Quad Box String - 30 ft with GFI	32.00
Quad Box String - 50 ft with GFI	36.00
Radio - Personnel Communication	20.00
Respirator - Full Face	15.00
Respirator - Half Face	10.00
Safety Cones	5.00
Saw - Cut Off	78.00
Saw - Kett	45.00
Sprayer - Commercial Airless	180.00
Sprayer - Electrostatic	165.00
Spot Cooler- 1 ton	195.00
Spot Cooler- 2 ton	350.00
Steamatic Extraction System	250.00
Steamatic TMU Extraction System	525.00
Thermohygrometer	24.00
Trailer - Flatbed, Cargo, Reefer	225.00
Trailer - Flat Deck	195.00
Truck - Box (inclusive of mileage)	250.00
Ultrasonic Decontamination Vat	80.00
Vacuum - Commercial Canister	35.00
Vacuum - EDP Anti-Static	75.00
Vacuum - HEPA	110.00
Vacuum - Upright	20.00
Van - Cargo / Passenger	140.00
Vehicle - Passenger/Pickup	95.00
Vehicle - 3/4 ton Pickup	175.00
Vehicle - 1 ton Pickup/ Flatbed	200.00

CLASSIFICATION	RATE
Vehicle - 1 1/4 ton Pickup / Flatbed	220.00
Wall Aerator Set	50.00
Washer - High Pressure	100.00
Washer - High Pressure - Hot	150.00
Zip wall Magnetic Door Kit	10.00
Zip Poles - Each	10.00
X-Ray Cleaning System	450.00

B. Other Equipment Rental Rate Provisions

1. The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is used to perform work, regardless of the number of shifts on which the equipment is used during the day.
2. During the course of performance of the work, BMS Cat may add additional equipment to the schedule above at rates to be determined by BMS Cat.
3. Equipment utilized in the performance of the work not listed in II.A. or added as provided in II.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

C. Small Tools

Items such as shovels, ladders, extension cords, small hand tools, etc., which are not included in the Schedules above, will be compensated to BMS Cat by an application of a small tool charge in the amount of three percent (3%) of total labor billings. Any items purchased specifically for the job, will be charged per the "Other Charges" section listed in the Rate Schedule.

III. Material Rates - * - represents a proprietary BMS Cat product

A. Material Rates

CLASSIFICATION	RATE	uom
Absorbent Pad	\$ 11.50	/ each
Antigel	17.00	/ quart
Anti-Microbial Sealer	120.00	/ gallon
Adhesive Remover	15.00	/ can
Alcohol - Isopropyl	55.00	/ gallon
Applicators - 6" Cotton	25.00	/ m
Biocides/Disinfectants	64.00	/ gallon
Blades - Kett Saw	13.50	/ each
Bleach	9.00	/ gallon
Boots - Rubber	50.00	/ pair
Box - Book	4.50	/ each
Box - Dish	7.50	/ each
Box - Freeze Dry	4.75	/ each
Brush, Grout	5.25	/ each
Brush, Scrub, Long Handle.	14.00	/ each
Brush, Wire	8.75	/ each
Carpet Deodorizer*	42.00	/ gallon
Carpet Mask	125.00	/ roll
Cartridge - Respirator	20.00	/ each
Coil Cleaner* or equivalent	45.00	/ gallon

CLASSIFICATION	RATE	uom
Cotton Cleaning Cloths	7.95	/ lb
Desudser	55.00	/ gallon
Dry Solvent Stain Remover* or equivalent	48.00	/ gallon
EDP - Corrosion Control Lubricant #1* or equivalent	75.00	/ gallon
EDP - Corrosion Control Lubricant #2* or equivalent	72.00	/ gallon
Emulsifier - Powder* or equivalent	11.25	/ lb
Emulsifier - Liquid* or equivalent	49.50	/ gallon
Exxpert Formula 828 Concentrate* or equivalent	39.00	/ gallon
Filter - Carbon	49.75	/ each
Filter - HEPA for Air Filtration Unit	295.00	/ each
Filter - HEPA for Vacuum	495.00	/ each
Filter - Primary	4.00	/ each
Filter - Secondary 24 x 24 x 2	12.00	/ each
Filter - Secondary 15 x 18 x 2	13.00	/ each
Filter - Dehumidification	10.00	/ each
Floor Dry	25.00	/ bag
Floor Protection - Ram Board	120.00	/ roll
Furniture Blocks	90.00	/ box
Furniture Pads	110.00	/ box
Furniture Polish	12.00	/ can
Glass Cleaner* or equivalent	15.00	/ gallon
Glass Cleaner	8.25	/ can
Gloves - Cotton	2.80	/ pair
Gloves - Kevlar (Cut Resistant)	11.00	/ pair
Gloves - Latex	2.25	/ pair
Gloves - Leather	7.50	/ pair
Gloves - Mechanics	18.50	/ pair
Gloves - Nimble Finger (N-Dex)	1.25	/ pair
Goggles	9.00	/ each
Grid Clips	5.25	/ each
Hand Cleaning Wipes	50.00	/ tub
HEPA Vac Bonnets	20.00	/ each
Ice	6.25	/ bag
Inventory Tags	80.00	/ box
Lemon Oil	48.00	/ gallon
Lin-Aire Liquid Spray Concentrate* or equivalent	80.00	/ gallon
Lin-Aire Absorption Gel* or equivalent	14.30	/ lb.
Lin-Set D-1* or equivalent	82.00	/ gallon
Lin-Set Duct Seal* or equivalent	90.00	/ gallon
Mask - N95	84.00	/ box
Mask - Particulate	40.00	/ box
Mats - Sticky, Wak-off	105.00	/ case
Metal Flashing	60.00	/ roll
Mop Heads	12.00	/ each
Odromatic* or equivalent	57.00	/ gallon
Painters Plastic .75 mil	60.00	/ roll
Paper - Corrugated	170.00	/ roll
Paper - Craft	75.00	/ roll
Pigmented Sealer	55.00	/ gallon
Polishing Pads	50.25	/ box of 20
Polyester Filter Material	184.00	/ roll
Polyethylene Bags - 3-6 mil	134.00	/ roll
Poly. Sheeting (20'x100' roll)(4 mil)	118.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil)	160.00	/ roll

CLASSIFICATION	RATE	uom
Poly. Sheeting (20'x100' roll)(4 mil)-fire ret.	170.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil)-fire ret.	215.00	/ roll
Pump - Barrel Syphon	33.00	/ each
Reodorant* or equivalent	97.00	/ gallon
Restoration Sponge	2.40	/ each
Roof Felt - 15 lb.	45.00	/ roll
Roof Felt - 30 lb.	47.00	/ roll
Roofing Cement, Black Tar	27.00	/ gallon
Safety Glasses	6.60	/ each
Service Kit - Generator up to 99 KW	495.00	/ each
Service Kit - Generator 100 to 199 KW	895.00	/ each
Service Kit - Generator 200 to 299 KW	1,295.00	/ each
Service Kit - Generator 300 to 399 KW	1,695.00	/ each
Shrink Wrap	59.00	/ roll
Shockwave	85.00	/ gallon
Spray Adhesive	8.00	/ can
Spray Bottle with Trigger	4.75	/ each
Stainless Steel Polish	15.00	/ can
Suit - Tyvek	14.00	/ each
Tape - Boxing	4.95	/ roll
Tape- Builder Board	20.00	/ roll
Tape - Duct	10.55	/ roll
Tape - Masking	6.75	/ roll
Tape - Blue Remediation	13.58	/ roll
Tape - Painters	15.75	/ roll
Tape - Barricade	24.00	/ roll
Tape - HVAC, Aluminum	40.00	/ roll
Tape - Layflat	65.00	/ roll
Tarp Material	0.40	/ sq. ft.
ThermoFog spray	116.00	/ gallon
Trash Bages - Disposable	45.00	/ roll
Tubing - Lay Flat	325.00	/ roll
Tubing - Lay Flat	1.30	/ LF
Vinyl & Leather Conditioner* or equivalent	36.00	/ quart
Vacuum Bags	6.50	/ each
Water - Bottle	9.50	/ 24 pack
Wipes - Lint free, anti-static	65.00	/ case
Wrap - Bubble, anti-static	100.00	/ roll
Zipers - containment	16.75	/ each

B. Other Material Rate Provisions

1. The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from BMS Cat Inventory, shipped directly to the site from BMS Cat's sources or purchased locally by BMS Cat from either an affiliated or non-affiliated entity.
2. During the course of performance of the work, BMS Cat may add additional materials to the schedule above at rates to be determined by BMS Cat.
3. Materials utilized in the performance of the work not listed in III.A. or added as provided in III.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

IV. Document Remediation

Specific freeze drying costs will be determined per job, based on the factors relevant to each job and pricing will fall in the range of \$40.00 - \$74.00 per cubic foot.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char / Soot Residue
- Mold / Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors - Debris, Sewage, Silt and / or Hazardous Materials

The above rates represent the charges for freeze drying only. Labor, equipment, materials, transportation and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this Rate Schedule.

V. Dehumidification, Stabilization and Conditioned Air

Specific costs for Dehumidification, Stabilization and Conditioned Air services will be determined per job, based on the factors relevant to each job and pricing will fall in the ranges indicated below.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Height of Buildings, Ceilings and Affected Space
- Length of Job and / or Time Constraints
- Other Contamination Factors
- Local Weather Conditions
- Other pertinent conditions or situations as they may apply

These and other factors can cause the cost to provide such services to vary widely. The standard practice is to extend pricing on a firm unit price basis when there are no extenuating circumstances. Under normal conditions, pricing will generally fall in the following ranges depending on the above referenced factors.

Normal Range:

Dehumidification - \$1.95 to \$3.00 per square foot during a 10 to 20 day timeframe
 Stabilization - \$0.35 to \$0.65 per square foot per week
 Conditioned Air - \$0.35 to \$0.65 per square foot per week

The above rates represent the charges for dehumidification, stabilization and conditioned air and for their related dehumidification services for the area specified in the contract, work authorization or scope of work. Transportation, generators and peripherals, electrical power, propane, fuel and other costs incurred in connection with dehumidification, stabilization and conditioned air services will be billed in accordance with the schedules and provisions contained in this Rate Schedule.

VI. Area Wide Catastrophic Events

Community wide events to include hurricanes, tornadoes and regional flooding.

BMS Cat shall reserve the right to charge a catastrophe surcharge not to exceed six percent (6%) of the total amount invoiced excluding vendor or subcontractor totals for all projects as part of any area wide catastrophe. The fee will cover freight, warehousing and delivery charges.

VII. Reimbursables

A. Travel, Lodging and Per Diem

BMS Cat shall be compensated for costs incurred for travel, lodging and per diem for BMS Cat employees, for BMS Cat employees, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat or hired through a labor service or subcontractor assigned to the work on the basis of BMS Cat's cost for such charges plus a ten and ten percent (10% and 10%) mark-up on such costs.

B. Other Services, Freight / Transportation and Other Charges

The costs incurred by BMS Cat for all services such as Industrial Hygienist, Rental Equipment, Water, Fuel, Dumpsters, Freight / Transportation of materials, supplies or equipment to and from the site of work or a BMS Cat temporary local warehouse and other services / charges which are not identified in sections I through V above, but are utilized in the performance of the contract shall be billed at BMS Cat's cost plus a ten and ten percent (10% and 10%) mark-up on such costs.

C. Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, states or local approvals, consent, permits, licenses and orders incidental to performance of the work. BMS Cat shall be compensated for all costs incurred which are described above on the basis of BMS Cat's actual cost incurred for such items.

Amendment No. 1

FOR TERM STARTING MARCH 9, 2024, TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED (AGGREGATE AMOUNT BETWEEN 3 CONTRACTORS):\$600,000

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local or State government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from "A" above
- C. Contractor's Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/Service address
- F. Master Agreement (MA) **MA-080-21010632**
- G. Agency/Department's Account Number
- H. Date of invoice
- I. Product/Service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/Delivery charges, if applicable
- L. Total

Amendment No. 1

~~Invoices and support documentation are to be forwarded to:~~

~~OC Public Works/Procurement Services
Attn: Accounts Payable
PO Box 4048
Santa Ana, CA 92702-4048
Email: accountspayables@ocpw.ocgov.com~~

Invoices and support documentation for OC Public Works are to be forwarded to:

OC Public Works/Facilities Operations
Attn: Account Payable
601 N. Ross St.
Santa Ana, CA 92701
Email: Facops@ocpw.ocgov.com

Invoices and support documentation for John Wayne Airport are to be forwarded to:

John Wayne Airport
Attn: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626
Email: AccountsPayable@ocair.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C
STAFFING PLAN**

Name	Classification/Designation	Years of Experience
Peter Schmidt	General Manager	16
Jason Anderson	Project Coordinator	3
Mark Dugan	Reginal VP	30
Cameron Newett	Project Coordinator	1

The Contractor understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of key personnel in any given category or classification shall be allowed only with prior written approval of the County Building Manager. ***Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.***

Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Building Manager written approval. ***Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.*** County reserves the right to have any personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any personnel.

1. Subcontractor(s)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
None	N/A	N/A
None	N/A	N/A
None	N/A	N/A
None	N/A	N/A
None	N/A	N/A

Amendment No. 1

~~ATTACHMENT D~~
~~PROBATION VENDOR CLEARANCE PROCESS~~



ORANGE COUNTY

OC Probation

**STEVEN J. SENTMAN**CHIEF PROBATION
OFFICERTELEPHONE: (714) 569-
20001055 N. MAIN STREET, 6TH
FLOOR SANTA ANA, CA
92701

MAILING ADDRESS:

P.O. BOX 10260
SANTA ANA, CA 92711-0260

~~VENDOR BACKGROUND APPOINTMENT~~
~~INFORMATION 1535 EAST ORANGEWOOD~~
~~AVE.~~
~~ANAHEIM, CA. 92805~~

~~All individuals who perform work in Probation Department facilities or on Probation Department property are required to undergo and pass a security clearance that includes being fingerprinted.~~

NOTE: A number of situations will prevent you from clearing this process, including, but not limited to current or recent grant of probation or parole; active warrant for your arrest; or pending criminal matters, use of false or altered documents, or dishonesty when providing requested information.

~~On the day of your appointment, report to:~~

~~Orange County Probation Department – North County Field Services~~
~~Office 1535 EAST ORANGEWOOD AVE., ANAHEIM CA. 92805~~

~~Please use the stairs adjacent to the ramp in the front of the building to enter. You may bypass the “Do Not Enter” sign posted on the door. You do not need to wait in the weapons screening line on the ramp. Please provide a photo ID to the Sheriff’s Special Officer and explain you are here for a background appointment with PSD. Once inside the building, please also check in with reception and ask for Erin Ontiveros 714-937-4714.~~

Bring the following required documents with you to your appointment:

- ~~• California driver’s license or ID; **no copies will be accepted.**~~
- ~~• Social Security Card; **no copies will be accepted.**~~
- ~~• Documents that establish employment authorization (**whichever applies below**):~~
 - ~~• If born in the U.S., bring original birth certificate or U.S. passport; **no copies, abstracts, or hospital-issued certificates will be accepted; no passports from U.S. Territories: American Samoa, Swain Islands, and**~~

Northern Mariana Islands will be accepted.

~~• If you became an American Citizen, bring original U.S. Certificate of Naturalization or U.S. passport; **no copies will be accepted.**~~

~~• If you are **not** an American Citizen, **bring original and valid** U.S. Permanent Resident Card (Green Card) or **original and valid** Employment Authorization Document (Work Permit); **no copies will be accepted.**~~

Please bring employer's business card to the appointment.

All documents need to be original and valid. Only the documents listed above will be accepted.

If you do not have the required documents, you will not be permitted to proceed with the clearance process.

The results will be provided to your employer once the background is complete.

03/18-ee

ATTACHMENT D
PROBATION – VENDOR CLEARANCE PROCESS



ORANGE COUNTY



DANIEL HERNANDEZ
 CHIEF PROBATION OFFICER

TELEPHONE: (714) 569-2000

1055 N. MAIN STREET, 5TH FLOOR
 SANTA ANA, CA 92701

MAILING ADDRESS:
 P.O. BOX 10260
 SANTA ANA, CA 92711-0260

VENDOR BACKGROUND APPOINTMENT INFORMATION
1535 EAST ORANGEWOOD AVE.
ANAHEIM, CA. 92805

All individuals who perform work in Probation Department facilities or on Probation Department property are required to undergo and pass a security clearance that includes being fingerprinted.

NOTE: A number of situations will prevent you from clearing this process, including, but not limited to: current or recent grant of probation or parole; active warrant for your arrest; or pending criminal matters, use of false or altered documents, or dishonesty when providing requested information.

On the day of your appointment, report to:

Orange County Probation Department – North County Field Services Office
 1535 EAST ORANGEWOOD AVE., ANAHEIM CA. 92805

Entering the Building – use the stairs adjacent to the ramp in front of the building. Provide a photo ID to the security officer and explain you are here for a background clearance appointment. To ensure a rapid security screening do not bring any weapons and/or tools that may be deemed as weapons to your appointment. Once inside the building, check in with the receptionist and ask for Adriana Montanez at 714-937-4714, Vera Jackson at 714-937-4733 or Pina Cairns at 714-937-4715.

Bring the following **required** documents with you to your appointment:

- California driver's license or ID; **no copies will be accepted.**
- Social Security Card; **no copies will be accepted.**
- Documents that establish employment authorization (*whichever applies below*):
 - **If born in the U.S.,** bring original birth certificate or U.S. passport; **no copies, abstracts, or hospital-issued certificates will be accepted; no passports from U.S. Territories: American Samoa, Swain Islands, and Northern Mariana Islands will be accepted.**
 - **If you became an American Citizen,** bring original U.S. Certificate of Naturalization or U.S. passport; **no copies will be accepted.**
 - **If you are not an American Citizen,** bring original and valid U.S. Permanent Resident Card (Green Card) or **original and valid** Employment Authorization Document (Work Permit); **no copies will be accepted.**

Please bring employer's business card to the appointment.

All documents need to be original and valid. Only the documents listed above will be accepted.

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The results will be provided to your employer once the background is complete.

07/22 vj