

**COUNTY OF MONTEREY AGREEMENT FOR GOODS AND/OR SERVICES  
INVOLVING HAZARDOUS MATERIALS**

**(Agreements with a total amount over \$100,000 require approval by the County Board of Supervisors)**

This Services Agreement ("Agreement") is made by and between the County of Monterey (hereinafter "the County"), a political subdivision of the State of California, on behalf of Natividad Medical Center (hereinafter "NMC") and:

Disaster Kleenup Specialist Monterey Bay Inc.

(hereinafter "CONTRACTOR"), collectively referred to as "parties".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide damage restoration services, mold remediation, and hazardous materials removal services.

2. **HAZARDOUS MATERIALS.** CONTRACTOR shall comply with the Superfund Amendments and Reauthorization Act (SARA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) while performing all services of this Agreement. CONTRACTOR shall be solely responsible for the transportation and disposal or release of any hazardous material. NMC does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by NMC while in transit or storage of services performed for this Agreement.
3. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$ 100,000.

4. **TERM OF AGREEMENT.**

4.01 The term of this Agreement is from November 1, 2015 to October 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last, and CONTRACTOR may not commence work before NMC signs this Agreement.

4.02 NMC reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or with cause immediately.

4.03 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.04 If NMC exercises its option to extend, the parties shall mutually agree upon changes to rates, terms and conditions.

5. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A: Scope of Services/Payment Provisions**

**Exhibit B: Modification of Insurance Requirements**

6. **PERFORMANCE STANDARDS.**

6.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC nor the County of Monterey, or immediate family of an employee of NMC nor the County of Monterey.

6.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

6.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

7. **PAYMENT CONDITIONS.**

7.01 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

7.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

7.03 Invoice amounts shall be billed directly to the ordering department.

7.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless NMC and the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying

work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the NMC. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9. INSURANCE.

- 9.01 **Coverage Requirements.** Without limiting its Indemnities, CONTRACTOR will secure and maintain insurance coverage meeting requirements herein. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements. If CONTRACTOR fails to fully satisfy the Coverage Requirements set forth herein, CONTRACTOR agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs, or expenses, that the County and NMC incurs that would have been insurable under the required coverages, if such coverages were obtained. CONTRACTOR further agrees that any failure of NMC and the County to verify the placement and continued existence of all insurance required herein, or NMC and the County's knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter CONTRACTOR'S obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both NMC and CONTRACTOR.
- 9.02 CONTRACTOR further agrees that the **General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance** shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented:
- 9.02a. "The County of Monterey, and its agents, officers, and employees" shall be an additional insured under an ISO CG 2010 11/85 form, or a functional equivalent;
- 9.02b. All such insurance shall include a waiver of any subrogation rights of that insurer against "The County of Monterey, and its agents, officers, and employees"; and
- 9.02c. All such insurance shall contain provisions that the insurance is primary and non-contributing with any other insurance or self-insurance programs maintained by the "County of Monterey, and its agents, officers, and/or employees".
- 9.03 CONTRACTOR further agrees that the **General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance** required herein shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that "the County of Monterey and its agents, officers, and employees" shall be entitled to a dollar-one defense and indemnity as additional insureds.
- 9.04 In addition, to the extent that **any primary or excess liability policy** issued to CONTRACTOR with limits of liability in excess of the minimum limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the COUNTY under that/those policy(ies).
- 9.05 **General Liability Insurance** written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of not less than the following:

- 9.05a. General Aggregate: \$6 million
- 9.05b. Products/Completion Operations Aggregate: \$6 million
- 9.05c. Personal and Advertising Injury: \$5 million
- 9.05d. Each Occurrence: \$5 million

- 9.06 **Pollution Legal Liability Coverage** shall include any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for CONTRACTOR'S Indemnities. Coverage shall be with limits of not less than the following: Each Occurrence:....\$50 million.
- 9.07. **Automobile Liability Coverage** written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) shall include any deductibles or self-insured retentions; endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and covering all Vehicles (any auto). Coverage shall be with limits of not less than the following: Each Accident:....\$10 million.
- 9.08 If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.
- 9.09 **Workers' Compensation and Employers' Liability insurance** providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of not less than the following:
- 9.09a. Each accident: \$1 million
  - 9.09b. Disease - policy limit: \$1 million
  - 9.09c. Disease - each employee: \$1 million
- 9.10 **Blanket Crime Coverage** shall cover losses of service charges received from Customers and held by CONTRACTOR prior to remittance of CONTRACTOR payment obligations therefrom to County, with the County to be a Loss Payee under such coverage, to the extent that its interests may appear or be affected. If CONTRACTOR fails to secure and maintain any insurance required by this Agreement, at its sole option the County may secure and maintain that insurance at its expense and CONTRACTOR will pay the County reimbursement costs therefore. This remedy is in addition to the County's right to declare a Default and terminate the Agreement. Coverage shall be with limits of not less than the following: Incidents of Employee Theft:...\$25 million.

## 10. RECORDS AND CONFIDENTIALITY.

10.01 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.02 Access to and Audit of Records. The County and NMC shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services and their performance under this Agreement during the term of the Agreement and for a period up to three years after the termination or expiration and final payment under the Agreement. Pursuant to Government Code section 8546.7 or otherwise, this Agreement may be subject, at the request of the County, NMC, or as part of any audit of the County, to an examination and audit pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County including NMC. No offer or obligation of permanent employment with the County, NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the the County including NMC harmless from any and all liability which County and NMC may incur because of CONTRACTOR's failure to pay such taxes.

13. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to NMC and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR NMC:</b>	<b>FOR CONTRACTOR:</b>
Natividad Medical Center Attn: Contracts Manager 1441 Constitution Blvd. Salinas, CA 93906 Fax: 831-757-2592	

14. **MISCELLANEOUS PROVISIONS.**

- 14.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 14.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the CONTRACTOR.
- 14.03 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 14.04 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.05 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 14.06 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 14.07 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

- 14.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California with venue and jurisdiction being the County of Monterey.
- 14.11 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.12 Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 14.13 Authority. Any individual executing this Agreement on behalf of NMC or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 14.14 Integration. This Agreement, including the exhibits, represent the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and the CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 14.16 Severability. If any provision or any portion of any provision of this Agreement becomes invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

IN WITNESS WHEREOF, NMC and CONTRACTOR have executed this Agreement as of the day and year written below.

**NATIVIDAD MEDICAL CENTER**

By: [Signature]  
Deputy Purchasing Agent  
Date: 10/30/15

Approved as to Form

By: [Signature]  
Deputy County Counsel  
Date: Oct 28, 2015

Approved as to Fiscal Provisions

By: [Signature]  
Chief Deputy Auditor/Controller  
Date: 10-24-15

**CONTRACTOR**

Disaster Kleanup Specialists  
Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or Vice-President)\*

Theresa Ream owner president  
Name and Title

Date: 8/10/15

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Terry Ream CFO  
Name and Title

Date: 8/10/15

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



**To Agreement by and between  
NATIVIDAD MEDICAL CENTER, hereinafter referred to as "NMC"  
AND  
Disaster Kleenup Specialist Monterey Bay Inc.,  
hereinafter referred to as "CONTRACTOR"**

**Scope of Work / Payment Provisions**

**A. Description of All Services to be Rendered by CONTRACTOR:**

Disaster Kleenup Specialist Monterey Bay Inc. shall provide hazardous materials removal at NMC on an as requested basis. Disaster Kleenup Specialist will provide trained specialist in the following areas of emergency services: Water Mitigation (extractions and drying process of building materials), Mold & Asbestos Abatement, Fire restoration and building deodorization, Trauma and bio hazard clean up. All work will be in accordance with OSHA & FEDERAL Guidelines along with IICRC Standards for restoration & cleaning. DKS will respond day or night to emergency services for NMC to minimize down time and prevent secondary damages if possible.

**B. CONTRACTOR Obligations:**

CONTRACTOR shall provide NMC written quotes for the maintenance services or repairs. Maintenance services and repairs shall be permitted to be performed under this Agreement only if authorized in writing by NMC prior to services being provided and only if the repair is less than the sum of \$4,000, inclusive of the estimate costs of materials or supplies, and is not a public work requiring compliance with the bidding requirements of the Monterey County Code and the California Public Contracts Code. The total liability for maintenance services and repairs under this Agreement shall be performed on a time and materials basis at the hourly rates shown in this Agreement.

**Scope of Service:**

- *General.* Hazardous waste sites shall be evaluated in accordance with this agreement to identify specific site hazards and to determine the appropriate safety and health control procedures needed to protect contractor from the identified hazards.
- *Preliminary evaluation.* A preliminary evaluation of a site's characteristics shall be performed prior to site entry by a qualified person in order to aid in the selection of appropriate personnel protection methods prior to site entry. Immediately after initial site entry, a more detailed evaluation of the site's specific characteristics shall be performed by a qualified person in order to further identify existing site hazards and to further aid in the selection of the appropriate engineering controls and personal protective equipment for the tasks to be performed.

- *Hazard identification.* All suspected conditions that may pose inhalation or skin absorption hazards that are immediately dangerous to life or health (IDLH) or other conditions that may cause death or serious harm shall be identified during the preliminary survey and evaluated during the detailed survey. Examples of such hazards include, but are not limited to, confined space entry, potentially explosive or flammable situations, visible vapor clouds, or areas where biological indicators such as dead animals or vegetation are located.
- *CONTRACTOR shall provide personal protective equipment.* Personal protective equipment (PPE) shall be provided and used during initial site entry in accordance with the following requirements:

Based upon the results of the preliminary site evaluation, an ensemble of PPE shall be selected and used during initial site entry which will provide protection to a level of exposure below permissible exposure limits and published exposure levels for known or suspected hazardous substances and health hazards and which will provide protection against other known and suspected hazards identified during the preliminary site evaluation. If there is no permissible exposure limit or published exposure level, the CONTRACTOR may use other published studies and information as a guide to appropriate personal protective equipment.

If positive-pressure self-contained breathing apparatus is not used as part of the entry ensemble, and if respiratory protection is warranted by the potential hazards identified during the preliminary site evaluation, an escape self-contained breathing apparatus of at least five minute's duration shall be carried by CONTRACTOR during initial site entry.

Monitoring the air with appropriate direct reading test equipment for (i.e., combustible gas meters, detector tubes) for IDLH and other conditions that may cause death or serious harm (combustible or explosive atmospheres, oxygen deficiency, toxic substances).

Visually observing for signs of actual or potential IDLH or other dangerous conditions.

An ongoing air monitoring program in accordance of this section shall be implemented after site characterization has determined the site is safe for the start-up of operations.

- *Risk identification.* Once the presence and concentrations of specific hazardous substances and health hazards have been established, the risks associated with

these substances shall be identified by CONTRACTOR. Contractor employees who will be working on the site shall be informed of any risks that have been identified.

Risks for CONTRACTOR to consider include, but are not limited to:

[a] Exposures exceeding the permissible exposure limits and published exposure levels.

[b] IDLH Concentrations.

[c] Potential Skin Absorption and Irritation Sources.

[d] Potential Eye Irritation Sources.

[e] Explosion Sensitivity and Flammability Ranges.

[f] Oxygen deficiency.

- *Site Control.* Appropriate site control procedures shall be implemented to control CONTRACTOR exposure to hazardous substances before clean-up work begins.
- *Personal protective equipment selection.* Personal protective equipment selection shall be based on an evaluation of the performance characteristics of the PPE relative to the requirements and limitations of the site, the task-specific conditions and duration, and the hazards and potential hazards identified at the site by CONTRACTOR.

Totally-encapsulating chemical protective suits shall be used in conditions where skin absorption of a hazardous substance may result in a substantial possibility of immediate death, immediate serious illness or injury, or impair the ability to escape.

The level of protection provided by PPE selection shall be increased by CONTRACTOR when additional information or site conditions show that increased protection is necessary to reduce employee exposures below permissible exposure limits and published exposure levels for hazardous substances and health hazards

- *Handling drums and containers.* Hazardous substances and contaminated, liquids and other residues shall be handled, transported, labeled, and disposed of by CONTRACTOR in accordance with this section.

When practical, drums and containers shall be inspected and their integrity shall be assured prior to being moved by CONTRACTOR. Drums or containers that cannot be inspected before being moved by CONTRACTOR because of storage conditions (i.e., buried beneath the earth, stacked behind other drums, stacked several tiers high in a pile, etc.) shall be moved to an accessible location and inspected prior to further handling by CONTRACTOR.

Unlabeled drums and containers shall be considered to contain hazardous substances and handled accordingly until the contents are positively identified and labeled.

Site operations shall be organized to minimize the amount of drum or container movement.

Prior to movement of drums or containers, all CONTRACTOR and/or NMC employees exposed to the transfer operation shall be warned of the potential hazards associated with the contents of the drums or containers.

Fire extinguishing equipment be on hand and ready for use to control incipient fires.

- *Decontamination.* Standard operating procedures shall be developed by CONTRACTOR to minimize CONTRACTOR contact with hazardous substances or with equipment that has contacted hazardous substances.

All CONTRACTOR employees leaving a contaminated area shall be appropriately decontaminated; all contaminated clothing and equipment leaving a contaminated area shall be appropriately disposed of or decontaminated.

- *Equipment and solvents.* All equipment and solvents used for decontamination shall be decontaminated or disposed of properly by CONTRACTOR.
- CONTRACTOR shall provide onsite supervisor and technician(s) based on incident that meet the following criteria:

*CONTRACTOR's Hazardous materials technician.* Hazardous materials technicians are individuals who respond to releases or potential releases for the purpose of stopping the release. They assume a more aggressive role than a first responder at the operations level in that they will approach the point of release in order to plug, patch or otherwise stop the release of a hazardous substance. Hazardous materials technicians shall have received at least 24 hours of training and in addition have competency in the following areas and the employer shall so certify:

- a. Know how to implement the local emergency response plan.
- b. Understand classification, identification and verification of known and unknown materials by using advanced survey instruments and equipment.
- c. Know the state emergency response plan.
- d. Be able to select and use proper specialized chemical personal protective equipment provided to the hazardous materials specialist.

- e. Understand in-depth hazard and risk techniques.
  - f. Be able to perform specialized control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available.
  - g. Be able to determine and implement decontamination procedures.
  - h. Have the ability to develop a site safety and control plan.
  - i. Understand chemical, radiological and toxicological terminology and behavior.
- Federal, state and local regulations specific to the labeling, packaging and disposal of hazardous materials govern hazardous waste. CONTRACTOR shall comply with these regulations and accepted safe handling protocol.
  - *Mold Removal.* CONTRACTOR shall provide mold removal service if requested by NMC.
  - *Asbestos Removal.* CONTRACTOR shall provide testing, transport and disposal of asbestos if requested by NMC.

CONTRACTOR shall maintain valid contractor license for asbestos removal.

Any asbestos removed from NMC site shall be properly packaged, transported and disposed by CONTRACTOR following state regulations. Asbestos waste is broken into two categories in California; "Hazardous Asbestos Waste" and "Non-Hazardous Asbestos Waste". These classifications are based on the type of condition of asbestos and if it is considered to be friable or non-friable (crushed by hand pressure). A waste manifest must be signed and submitted to the landfill and the California Department of Toxic Substance Control.

- *Water Mitigation.* CONTRACTOR shall provide water damage restoration if requested by NMC.

Type of liquid involved in water damage will be determined:

**Category 1.** This is liquid from a clean and sanitary source, such as faucets, toilet tanks, drinking fountains, etc. But, category one can quickly degrade into category two.

**Category 2.** This category of liquid used to be called grey water, and is described as having a level of contaminates that may cause illness or discomfort if ingested. Sources include dishwasher or washing machine overflows, flush from sink drains, and toilet overflow with some urine but not feces.

**Category 3.** This is the worst classification and is grossly unsanitary. It could cause severe illness or death if ingested. It used to be called black water, and

sources include sewer backup, flooding from rivers or streams, toilet overflow with feces, and stagnant liquid that has begun to support bacterial growth. Once category of water damage is determined, CONTRACTOR shall then determine destruction class:

**Class 1.** The lowest and easiest to deal with, this has a slow evaporation rate. Only part of a room or area was affected, there is little or no wet carpet, and the moisture has only affected materials with a low permeate rate, such as plywood or concrete.

**Class 2.** With a fast evaporation rate, this level affects an entire room, carpeting, or cushioning, the wetness has wicked up the walls at least 12", and there is moisture remaining in structural materials.

**Class 3.** This class has the fastest evaporation rate, and ceilings, walls, insulation, carpet and sub-floors are all saturated. The liquid may have come from overhead.

**Class 4.** This class is labeled as specialty drying situations, which means there has been enough liquid and time to saturate materials with very low permeate rate, such as hardwood, brick, or stone. Permeate

CONTRACTOR shall create restoration plan based on above analysis.

CONTRACTOR may use infrared probes to tell the extent of the destruction, as well as air movers, air scrubbers, different sizes and types of dryers and blowers, special hardwood dryers, and dryers designed specifically for drying the sub-floor and inner wall cavities.

- *Fire Restoration.* CONTRACTOR shall provide fire damage restoration if requested by NMC.

CONTRACTOR shall clean area as soon as possible to prevent soot residue and permanent damage. Residue and smoky odors will be removed as quickly as possible. CONTRACTOR shall remove source of odor, clean any items that can be salvaged and may seal salvageable items to encapsulate odor and prevent further recontamination.

**C. NMC Obligations:**

- NMC shall pay an amount not to exceed \$100,000 for the performance of work set forth in the Scope of Services.
- NMC shall inform CONTRACTOR of the site emergency response procedures and any potential fire, explosion, health, safety or other hazards of the hazardous waste operation that have been identified by NMC.
- NMC written safety and health guidelines shall be made available to CONTRACTOR who will be involved with the hazardous waste operation.

- NMC shall provide pre-entry briefing. NMC site specific safety and health guidelines shall be provided for pre-entry briefings to be held prior to initiating any site activity, and at such other times as necessary to ensure that CONTRACTORS are apprised of the site safety and health plan and that this plan is being followed.
- NMC shall procure all necessary access for the CONTRACTORS representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to or interruptions in, the performance of the services.
- NMC shall Inform CONTRACTOR in advance of any known hazards or dangers, actual or potential, associated with inspection, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.
- In order to allow CONTRACTOR to comply with the applicable health and safety legislation NMC shall provide CONTRACTOR with all available information regarding known or potential hazards likely to be encountered by CONTRACTOR personnel during their visits. CONTRACTOR shall take all reasonable steps ensure that whilst on NMC premises, its personnel comply with all health and safety regulations of NMC, provided that NMC makes CONTRACTOR aware of the same.

**D. Pricing/Fees:**

- For pricing, please refer to attached schedule.
- This Agreement involves the provision of repair work done under contract and paid for in whole or in part out of public funds. Accordingly CONTRACTOR shall comply with provisions of the Labor Code (Sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>
- There shall be no travel reimbursement allowed during this Agreement.
- CONTRACTOR to submit invoices upon completion of deliverables.
- NMC may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by NMC.
- NMC shall not pay any claims for payment of services submitted more than twelve (12) months after the calendar month in which the services were completed.
- CONTRACTOR charge minimum 1 hour per visit; services will be charged in 1 hour increments thereafter.
- CONTRACTOR shall have the right to increase rates up to 3% each year based on prior year rates.
- CONTRACTOR's compensation for services rendered shall be based on the following rates:

<b>Asbestos/Lead/Hazmat/Mold Normal Hourly rates:</b>	
<b>Supervisor</b>	<b>Tech/Worker</b>
<b>\$86.21</b>	<b>\$71.42</b>

<b>Asbestos/Lead/Hazmat/Mold After Hour Rates:</b>	
<b>Supervisor</b>	<b>Tech/Worker</b>
<b>\$129.31</b>	<b>\$107.13</b>

<b>Water &amp; Fire Technician Hourly Rates:</b>	
<b>Supervisor</b>	<b>Tech/Worker</b>
<b>\$71.22</b>	<b>\$67.83</b>

<b>Water &amp; Fire Technician Rates After Hour Rates:</b>	
<b>Supervisor</b>	<b>Tech/Worker</b>
<b>\$106.93</b>	<b>\$101.85</b>

**Normal Business Hours: 8am to 5pm Daily Monday through Friday**  
**After Hours: After 5pm M-F, Weekends, Holidays**





# Disaster Kleenup Specialists

"Premier Full Service Restoration."

Description	Drum Cost	Bulk Cost	Trans. Cost	Yrd/lb. Cost
Waste Oil		\$ .35/gal	\$ 65.00/stop fee	No Water
Latex Paint	\$ 200.00	\$ 195.00 l/p	\$ 55.00/drum	
Oil Base Paint	\$ 175.00	\$ 275.00 l/p	\$ 55.00/drum	
Lead Base Paint	\$ 175.00	\$ 375.00 l/p	\$ 55.00/drum	
Asbestos			See above # 14	\$ 90.00/yard
Fluorescent Lights				
4' & 8'			\$ 55.00/hr.	\$ 1.00/lb
CFL's			\$ 55.00/hr.	\$ 3.36/lb
Corrosives 5 gal	\$ 95.00	\$ 125.00 l/p	\$ 35.00/drum	
15 gal	\$ 155.00	\$ 155.80 l/p	\$ 35.00/drum	
30 gal	\$ 188.00	\$ 196.10 l/p	\$ 55.00/drum	
55 gal	\$ 224.00	\$ 356.40 l/p	\$ 55.00/drum	
Flammable 5 gal	\$ 95.00	\$ 80.00 l/p	\$ 35.00/drum	
15 gal	\$ 105.50	\$ 135.00 l/p	\$ 35.00/drum	
30 gal	\$ 125.00	\$ 204.25 l/p	\$ 55.00/drum	
55 gal	\$ 182.50	\$ 371.25 l/p	\$ 55.00/drum	
Aerosols 5 gal		\$ 95.00 l/p	\$ 35.00/drum	
15 gal		\$ 151.25 l/p	\$ 35.00/drum	
30 gal		\$ 180.00 l/p	\$ 55.00/drum	
55 gal		\$ 225.00 l/p	\$ 55.00/drum	
E-Waste				
Televisions/Comp.Monitors			\$ 55.00/hr	No Charge
Appliances/ No Freon			\$ 55.00/hr	\$ 10.00/ea
Appliances/With Freon			\$ 55.00/hr.	\$ 25.00/ea.

Profile: Waste Approval Paperwork \$ 50.00  
 Manifest: Required Legal Shipping Documents \$ 25.00



# Disaster Kleenup Specialists

*"Premier Full Service Restoration."*

## Supplies Cost

Supplies			Cost
5 gal poly open top			\$ 25.00/ea.
5 gal poly closed top			\$ 28.00/ea.
15 gal poly open top			\$ 65.00/ea.
15 gal poly closed top			\$ 59.00/ea.
30 gal poly open top			\$ 75.00/ea.
30 gal poly closed top			\$ 68.00/ea.
55 gal poly open top			\$ 115.00/ea.
55 gal poly closed top			\$ 105.00/ea.
30 gal metal open top			\$ 111.55/ea.
30 gal metal closed top			\$ 92.96/ea.
55 gal metal open top			\$ 117.00/ea.
55 gal metal closed top			\$ 95.00/ea.
Poly Sheeting	20' x 100' 6 mil		\$ 96.00/roll
Poly Bags (Clear)	100/case		\$ 95.00/case
Absorbent	33 lb bag		\$ 15.00/bag