

BLANKET PURCHASE ORDER DISASTER AGREEMENT FOR  
INTEGRATED PEST MANAGEMENT SERVICES

v. 12-4-19

This agreement ("Agreement"), dated as of December 10, 2024 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and ATCO Pest Control, Inc. (hereinafter "Contractor").

This Agreement is entered by and on behalf of the County. Notwithstanding, the County intends for this Agreement to be available to the Sonoma County Water Agency, the Sonoma County Community Development Commission, and the Sonoma County Agricultural Preservation and Open Space District ("affiliated entities"). Such affiliated entities are intended beneficiaries of the right to obtain as-needed goods/services in accordance with this Agreement. Supplier acknowledges and agrees that such affiliated entities may obtain services pursuant to this Agreement on the same terms and conditions stated herein. In the event any such affiliated entity so elects, said entity shall be entitled to all rights, privileges, and responsibilities of County as stated herein, and all references to "County" shall be deemed to mean and apply to the affiliated entity. In such event, said affiliated entity, and not County, shall be solely responsible for its obligations and any liabilities arising under the Agreement and/or its particular work order. Further, notice designations and deliverables otherwise due County (including certificates of insurance and additional insured provisions) shall be conformed and submitted in the name and for the benefit of the contracting affiliate entity.

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified and licensed in the delivery of integrated pest management services and related services; and

WHEREAS, in the judgment of the County of Sonoma Purchasing Department, it is necessary and desirable to secure Contractor to be available for such services.

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

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform pest management services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

All services shall be performed on an as-needed basis as determined by County in its sole discretion. For actual requests for work and specific service requirements, Contractor shall provide a written quote based on service need provided by the requesting County department or affiliate. All quotes shall be consistent with and be deemed to incorporate the terms and conditions of this Agreement, including hourly rates. If approved in writing by the requesting County department or affiliate, Contractor shall then provide the requested

services pursuant to and incorporating all terms and conditions of this Agreement. In no event shall Contractor be paid for services without specific written County department or affiliate approval of a requested quote.

No amount of services are guaranteed. Nothing herein grants Contractor any exclusive right to provide any services, and County reserves all right and discretion to obtain any and all services from other providers.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. [INTENTIONALLY OMITTED]
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5 Additional Requirements Related to Scope. Contractor shall additionally comply with the terms, conditions, and provisions stated in Exhibit "A-1 – Sheriff's Office and Detention Facilities, Contractor Safety and Security – Clearance Requirements and Procedures", attached hereto and incorporated herein by this reference.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1 Rates. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the rate sheet set forth in Exhibit "B," attached hereto and incorporated herein by this reference. Rates are all-inclusive for all expenses and costs of services, including all costs of labor, fuel, vehicles and equipment, and travel. Rates shall remain firm and fixed for the period of one year.

2.2 Accounts and Billing. Contractor shall maintain separate accounts for each department, division, or affiliate that requests services pursuant to this Agreement. Bills shall be submitted separately for each department, division, and affiliate that has requested services. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the department, division, or affiliate receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) Department information including Department name, Division name (if applicable), Department's accounting reference number, address where service was performed; and (iii) Cost of service. Expenses not expressly authorized by the Agreement shall not be reimbursed.

2.3 Payments. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County. The County's terms are Net 30 days.

2.4 Modification of Rates. A modification in Contractor's costs may serve as a justification for a price change. All requests for rate modifications after the expiration of the original term of the Agreement must be in writing and include supporting documentation. Requests shall be submitted to the County of Sonoma Purchasing Division at least 60 days prior to the requested rate modification. A requested rate increase must be approved in writing by County and will only become effective after the approval of the increase. Approved modification of rates shall become effective after the approval is granted. Retroactive rate increase adjustments will not be considered. Any approved rate modification shall be put into effect through the use of a written amendment to the Agreement signed by both parties. The County may consider price modifications by comparing the request with the Consumer Price Index (CPI). Failure to reach an agreement for an increase in rate(s) can, at the sole option of the County, result in the termination of the Agreement for cause.

2.5 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.6 Withholdings. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to December 10, 2025, with the option to extend for four (4) additional one-year periods unless terminated earlier in accordance with the provisions of Article 4 below.

#### 4. Termination.

4.1 Termination For Convenience. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement or any Task Order by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement or any Task Order, County may immediately terminate this Agreement or any Task Order by giving Contractor written notice of such termination, stating the reason for termination.

#### 4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement or any Task Order by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement or the Task Order by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement or any Task Order on behalf of the County. In addition, the Purchasing Agent, in consultation with County Counsel, shall have the authority to terminate this Agreement or any Task Order on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit C, attached hereto and incorporated herein by this reference.

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed any delegated signature authority and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the appropriate department, division, or affiliate head in a form approved by County Counsel. The Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California

as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County’s right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. Other than as otherwise stated herein, all notices, bills, payments and correspondence shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service to the following:

COUNTY:  
County of Sonoma  
Purchasing Division  
400 Aviation Blvd. Suite 100  
Santa Rosa, Ca. 95403

CONTRACTOR:  
ATCO Pest Control Inc.  
PO Box 2531  
Novato, Ca. 94948

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the

original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

### 13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement 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. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Other than as for use of this Agreement by the County-affiliated entities as otherwise stated herein, nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.



13.10 Federal Provisions (if applicable). Certain work under this Agreement may be funded in part or entirely by financial assistance from the Federal Emergency Management Agency. With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto as Exhibit “E and E-1,” incorporated herein by reference.

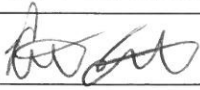
13.11 Federal Provisions – FAA (if applicable).

Certain work under this Agreement may be performed at County’s Charles M. Shultz – Sonoma County Airport (STS). With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto Exhibit “F” incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR: \_\_\_\_\_

ATCO Pest Control Inc.

By: 

Name: Richard Estrada

Title: President

Date: 11/22/2024

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE  
REVIEWED AND ON FILE:

By: \_\_\_\_\_  
Department Head or Designee

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY:

By: **EXEMPT**  
County Counsel

Date: \_\_\_\_\_

AGREEMENT EXECUTED:

By: \_\_\_\_\_  
Purchasing Agent

Date: \_\_\_\_\_

## Exhibit A

### INTEGRATED PEST MANAGEMENT SCOPE OF SERVICES

**Contractor shall implement and provide the following Scope of Services within the boundaries of each facility/site.**

Contractor shall provide labor, materials, services, skills, supervision, and necessary tools and equipment to ensure that County facilities, outbuildings, and grounds will be free of pests. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Contractor hereby warrants that all services shall be performed in a timely and first-class workmanlike manner. Contractor shall keep the facility/property free and clear at all times of excess materials, debris, and equipment.

- A. Contractor shall provide the County proof of Pest Control Applicator License and for every Contractor Employee who will be performing on-site services under this contract.
- B. Any applicable licenses and certifications must remain current throughout the life of the Contract.

#### **Safety and Health:**

All work shall comply with applicable state, county and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

#### **Integrated Pest Management (IPM):**

IPM control methods should be used to the extent possible to remove and exterminate rodents, insects, and other pests. Refer to IPM Plan, Attachment F for details.

The Contractor shall furnish all supervision, labor materials and equipment necessary to accomplish the monitoring and assessment, trapping, and other non-chemical methods, pest proofing, pesticide application, and pest removal components of the IPM program. The success of an IPM program relies on both verbal and written communication between the Contractor and County staff on various topics as needed.

Contractor shall suppress the following pests: Rodents, insects, arachnids, and other arthropod pests not specifically excluded from the contract. The following are excluded from this contract: Birds, bats, snakes, subterranean termites, mosquitoes, and plant-feeding pests. A detailed plan shall be provided, to the County, including management practices for long-term pest suppression which shall include surveillance, trapping, and pesticide application, emergency response and call back plans. Specify reports that will be utilized and your record keeping procedures.

#### **General Coverage Requirements:**

Contractor shall visit each property to inspect, maintain, and/or service the interior and exterior of the associated facility and surrounding outbuildings and landscaped area for Pest Control Service. Depending upon the location, inspection and service may include the following:

- Ten foot perimeter around facility and any outbuilding on property
- Loading Docks

- Common Areas, entrance ways, hallways and stairways
- Lunchrooms, Kitchens, Kitchenettes
- Restrooms
- Maintenance Areas
- Dormitory Areas
- Trash Collection Areas
- Basement and Storage Areas
- Mechanical Rooms & Utility Areas
- Elevator Rooms and associated elevator pits
- Accessible structural voids
- Garage & Parking Areas

Any ant trails shall be followed to the source and exterminated. Contractor shall provide ant bait stations for interior/exterior ant infestation.

Contractor will visit each location as noted in Exhibit B, County Locations & Price Schedule and perform service as per the frequency of service. If Contractor notices that frequency of service should be increased or decreased, then Contractor shall notify the County so that the schedule can be modified accordingly.

**Scheduling:**

**First month of contract:**

A thorough inspection of each facility and location as identified in Exhibit B, County Locations & Price Schedule, shall be conducted to locate any infestation. Any bait stations, traps left behind by previous Contractor shall be removed and replaced with new Contractor's devices.

**Frequency Schedule:**

A schedule of treatment by location and frequency shall be performed as specified in Exhibit B, County Locations & Price Schedule.

Treatment and follow-up inspections shall be performed at the frequency levels as identified in this schedule.

**Emergency Service:**

County shall notify Contractor when a pest outbreak occurs that requires immediate attention. Contractor shall respond to County staff within **3 business hours** (Monday-Friday) after being notified and be committed to arrive on site to address the issue.

The Contractor shall be prepared to respond to the County's request for service within **three (3) business hours (Monday- Friday)** upon receipt of request for service.

In the event of a disaster or declared emergency, the response time shall be within (1) one hour,

24 hours/7 days a week upon request for service.

**Working Hours and Holidays:**

Services shall be performed during normal working days and hours, which are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. (except scheduled holidays). If a scheduled holiday falls on a Saturday, the previous Friday should be a scheduled service day and if holiday falls on a Sunday, the following Monday should be a scheduled service day:

- New Year's Day
- Dr. Martin Luther King Jr. Day
- Lincoln's Birthday
- President's Day
- César Chávez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

### **Additional Inspections:**

Additional inspections shall be made upon request to maintain quality standards. Contractor shall respond to complaints within 24 hours and resolve outstanding complaints within 7 days, at no additional cost.

### **Record Keeping:**

Record keeping shall be maintained by Contractor in an on-site log book, which shall be completed at the end of each service and will contain the following information:

- Applicators name and company
- Application site
- Purpose of application
- Name of pesticide/insecticide used
- Date and time of application
- Location of application
- Target pests
- Any precautions due to application
- Location of MSDS sheet(s)

### **Chemical Control:**

Pesticides for use in California carry a signal word to indicate toxicity to humans. These words are "Caution", "Warning", and "Danger" in order of increasing toxicity. Contractor shall endeavor to use products that carry the "Caution" level designation.

Synthetic chemical controls shall generally be reserved for targeted pest management and should not be employed as a tool for routine treatment.

Pesticide application should be according to need rather than by schedule. Pesticides should be used only if adequate control cannot be achieved with non-chemical methods.

Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.

Contractor shall provide labels and material safety data sheets (MSDS) for every pesticide used on the premise. Copies will be maintained in the on-site logbook. All such pesticides must be approved by the County prior to use.

Pesticides shall not be stored on site.

Pesticides shall never be applied when facility HVAC systems are off.

Insecticides should be applied only as baits formulated as solids, pastes, or gels. Spray or dust formulations should be selected only as a last resort or when solids, pastes, or gels are not practical.

Insecticides approved for normal use should be limited to nonvolatile bait formulations that are either applied to cracks and crevices or concealed inside protective containers.

Bait formulations, traps, vacuuming, sanitation, and exclusion techniques should be emphasized for insect control inside facilities.

**Upon award of contract:**

Contractor shall coordinate with the County to gain access to all necessary areas in order to conduct the inspection of the structures covered under the contract and to become informed of any sensitive areas requiring special safety precautions or other restrictions in order to service each facility. These precautions or restrictions shall be adhered to and incorporated into the Contractor's treatment plan and schedule for the building.

Contractor shall review the County's Integrated Pest Management Plan within forty-five (45) working days after notification of award and provide a Pest Management Plan that Contractor will be working toward. The following specific points shall be addressed in the Pest Management Plan:

- **Management Objectives of the Plan:** Establish a communication and accountability system between Contractor and the County and clarify expectations of pest treatment thresholds, monitoring and service frequency, timing and other issues;
- **Design and Operations of Monitoring Program:** Describe how traps and/or other devices will be used to locate and identify key pests, and assess their location and populations levels, and evaluate the effectiveness of tools and methods used in the IPM program;
- **Record Keeping System:** Describe data to be collected and provide a sample monitoring form designed to track relevant data on pest location, population, harborage, trends in pest reduction, etc.
- **Desirable Structural or Operational Changes:** Identify pest-proofing activities or modification of staff operational methods or timing which would substantially facilitate the pest management effort;
- **Description of IPM Methods and Products:** Describe the non-chemical IPM methods (and chemicals if needed) that are proposed for use to solve the various pest problems occurring;
- **Evaluation System:** Description of the process to be used to evaluate the efficacy of various methods and products used in the IPM program, and to adjust when needed to improve success.
- **Pesticide applicators license(s):** Copies of the Commercial Pesticide Applicators license for every representative who will be performing on-site under this contract.

### **Quality Control Program:**

- An inspection system covering all the services stated in this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The checklist shall include every area of operation serviced by the Contractor.
- A system for identifying and correcting deficiencies in the quality of service before the level of performance becomes unacceptable and/or before the County points out the deficiencies.
- A file of all inspections conducted by the Contractor and the corrective actions taken. Copies of this documentation shall be given to the County at the time of inspection.

### **Inspection Monitoring:**

Inspection refers to one-time visits to a site to assess active or potential pest problems. Monitoring refers to repeated inspections of a site to detect pest presence, assess pest population levels correlated with damage or annoyance (action levels), identify conditions supporting pests, and evaluate effectiveness of treatments.

A monitoring program will be implemented after an inspection indicates a need to identify infested zones and allow an objective assessment of pest population levels. Contractor shall use monitoring data and occupant feedback to establish site-specific treatment for each pest. Monitoring will continue on an as-needed basis throughout the duration of this contract.

Monitoring data forms will be used to record the number of pests or other indications of pest population levels revealed by the Contractor's monitoring program for each building (i.e. the number and location of ants sighted; number and location of rodents snap-trapped or carcasses removed). A sample monitoring form for ants must be provided when submitting qualifications.

### **Quarterly Meetings:**

The Contractor will meet quarterly with the County to discuss management practices and contract implementation measures. The Contractor will present the applications and concerns during these meetings and provide recommendations and/or offer pest management solutions.



### **Definition of the Establishment of Pest Treatment Action Level:**

In IPM programs, tolerance levels for pest presence are established for specific sites and pest problems. This approach provides a realistic and cost effective level of effort for pest control services.

Action levels are site specific because tolerance for pest presence varies in different sites and situations. For example, a sighting of one mouse in an office building may trigger immediate treatment, while the sighting of one mouse in a warehouse may be considered tolerable; however, sightings of three mice in one week may trigger treatment action.

Monitoring is also used to evaluate the effectiveness of pest control treatments. For example, if trap counts indicate that roach numbers remain at or below the tolerance level, treatments are effective. If roach numbers rise, treatments are not effective and modifications in treatment approach need to be made (e.g. improved sanitation, applying boric acid in wall voids, etc.).

### **Non-Pesticide Products and Use:**

Contractor shall use non-pesticide methods of control whenever possible. For example:

- Caulking will be used to eliminate cracks and crevices where roaches hide;
- Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of roach infestations, ants and for control of spiders in webs;
- Sticky traps shall be used to guide and evaluate indoor pest control efforts whenever necessary.

### **Pesticide Products and Use:**

Contractor shall be responsible for the safe use of pesticides. Transport, handling and use of all pesticides shall be in strict accordance with the manufactures label instructions and all applicable federal, state, and local laws and regulations. The non-target environment and the public shall be protected from pesticide exposure at all times. Products containing the following active ingredients may not be used for pest control:

Organophosphates (i.e., diazinon, chlorpyrifos, or malathion); Pyrethroids (i.e., bifenthrin, cyfluthrin, beta- cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin or tralomethrin); Carbamates (i.e., carbaryl); Fipronil Copper-based pesticides unless:

- Their use is judicious,
- Other approaches and techniques have been considered, and;
- Threat of impact to water-quality is prevented.

Additionally, to minimize pesticide-related water pollution, no outdoor applications of pesticides

of any kind will be applied on impervious surfaces when a 40% or greater chance of rain is forecast within three days unless pesticides are containerized baits that will not contribute to runoff pollution.

Pesticide applications shall be according to need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless monitoring indicates the presence of pests in that specific area. An actual specimen of an insect pest or active signs of it must be seen by the Contractor before pesticides are applied.

**When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.** Attributes of least hazardous pesticides include low acute and chronic toxicity and low volatility and mobility. Examples of pesticides meeting these criteria include: boric acid, diatomaceous earth, hydramethylnon, insecticidal soap, and natural pyrethrins without piperonyl butoxide (PBO).

When pesticides must be used to manage ants, cockroaches and other insects, bait formulations in tamper resistant packaging shall be used whenever possible. When bait formulations are not effective, the Contractor shall, as a general rule, apply all insecticides as crack and crevice treatments, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process. After all crack and crevice treatments, Contractor will seal cracks and crevices with caulk or other products approved by the County. This will be considered part of routine pest management.

Contractor shall obtain approval from the County prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment. Contractor shall take all necessary precautions to ensure County employee's safety and to ensure containment of the pesticide to the site of application. Contractor shall follow procedures of notification of pesticide application as detailed under the heading of Posting of Warning Notices Prior to Pesticide Application.

Preventative pesticide treatments inside and outside areas where monitoring indicates a potential insect or rodent infestation generally are not acceptable. In exceptional circumstances, preventative pesticide treatments may be allowed on a case-by-case basis. Contractor shall substantiate the need indicating areas for preventative treatment in the Pest Management Plan for the building, and listing the preventative treatment methods of application. Each preventative treatment is subject to the approval of the County and permission can be withdrawn at any time.

**Posting of Warning Notices Prior to Pesticide Application:**

If it is agreed that a pesticide must be applied, the Contractor shall provide the County with the

following:

- The name of the pesticide (both chemical and brand name);
- Sufficient copies of warning notices (Notice of Scheduled Chemical Application for Pest Management) and MSDS for placement at all entrances to the building. The warning notice must be completely filled out, including time and date of application which can be no less than 48 hours in advance of posting of notices, and with a fully legible re-entry time.

**Structural Modifications and Operational Changes:**

Contractor shall recommend and describe site-specific solutions to pest management issues, including structural and operational changes, for observed sources of pest food, water, harborage, and pest access at the time of inspection. Contractor is required to carry out minor structural pest prevention modifications or services such as caulking, as part of the pest management effort or as deemed necessary by the County. More extensive structural modifications are not the responsibility of the Contractor. Contractor shall be responsible for notifying the County in writing about any extensive structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage, or access.

**Record Keeping:**

Contractor shall be responsible for maintaining a Pest Control Logbook or File for each building or site specified in this contract. These records shall be kept in a place designated by the County and maintained on each visit by Contractor. The Contractor shall maintain a duplicate logbook at his/her office. Each logbook or file shall contain at least the following:

A copy of the Integrated Pest Management Plan and service schedule for the property;

- A list of all pesticides used including product name(s), manufacturer(s), active ingredient(s), quantities applied and target pest(s).
- MSDS for each pesticide product used at that site.
- Copies of monitoring data, maintained on a form provided by the Contractor. Data shall include at a minimum: date, identity and location of pest sightings, relative number of pests, treatment actions (if any), and results of treatments.
- Work order form or other method used to advise the County of structural service recommendations.
- Contractors service report forms, documenting arrival and departure time of the Contractors service representative performing the service, and all record keeping information on pesticide application required by statute. These report forms may incorporate some or all of the pest surveillance data required above. A copy of the service report shall be placed in the logbook at the conclusion of each service visit.

**Contractor Requirements and Schedule:**

Contractor shall perform routine service or inspections as specified in EXHIBIT B – INTEGRATED PEST MANAGEMENT SERVICES LOCATION AND PRICING. It shall be the Contractor’s responsibility to carry out work according to the detailed Pest Management Plan and schedule for each property.

For most buildings, unless the contractor has been informed of a trouble call for specific pests in the building, the Contractor shall perform exterior routine service as specified in EXHIBIT B – INTEGRATED PEST MANAGEMENT SERVICES LOCATION AND PRICING.

**Airport Identification Badge Requirements:**

Access to the Airport Operation Area (AOA) will require the contractor to obtain Airport issued identification badges. As part of the badging process, the applicants will undergo a TSA Security Threat Assessment and an FBI fingerprinting background check. One person must act as the authorized signatory and is responsible for authorizing other personnel to receive badges. The authorized signatory must obtain an Airport issued identification badge. The Contractor shall ensure adequate personnel are badged at all times. Currently badges are \$115.00 per badge and typically, badges expire after two years from the date of issuance by the Airport.

**Sonoma County Safety Security Clearance Requirements:**

Contractor and employee(s) of Contractor, performing services in County detention facilities must pass a Sheriff’s background check as detailed in Exhibit A-1 – SOCO Safety Security Clearance Req Procedures.

Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for people entering the building. The County will explain any restrictions associated with these special areas such as the Sonoma County Airport or Main Adult Detention Facility. The Contractor shall adhere to these restrictions and incorporate them into the Pest Management Plan for the specific building or site.

**Emergency Calls:**

On occasion the County may request the Contractor to perform corrective, emergency service that is outside the scope of routine service activities. Emergency service will be requested verbally or in writing by the County when the health and safety of the public or employees may imminently be threatened by any pest. Contractor shall respond to these exceptional circumstances and initiate the necessary work within one (1) working day after receipt of the request. In the event that such service cannot be completed within one (1) working day, the Contractor shall immediately notify the County and indicate an anticipated completion time. If the stated anticipated completion time cannot meet the emergency needs of the County, the County may contract on a temporary basis with another pest management company to complete the emergency service.

**Program Evaluation:**

The County reserves the right to evaluate the progress of this contract in terms of effectiveness and safety and to require such changes as are necessary. Contractor shall take prompt action to correct identified deficiencies.

**Personnel Qualifications and Experience:**

Contractor shall provide only qualified pest management personnel with experience in the conduct of IPM programs. All on-site personnel shall understand current IPM practices and are experienced in implementing IPM techniques. Contractor must meet the following specific staff requirements:

- **On Site Supervisor:** An on-site supervisor and alternate, each with a minimum of two (2) years recent, full-time paid employment in the pest control profession must be identified. The Supervisor holds the Contractor's authority to act on matters pertaining to the performance of services required under the contract. This individual shall insure safety and carry out coordination and continuity of program routine. The supervisor and alternate shall both have a working knowledge of this contract and the detailed Pest Management Plan and schedule for each building. The supervisor and alternate must both meet the qualifications identified below under "Pest Management Technicians".

- **Pest Management Technicians:** Through the life of the contract all personnel providing on-site pest management services must be certified in the appropriate categories as commercial pesticide applicators in the category of structural pest control. No uncertified personnel will be permitted to work on-site. In addition, pest management technicians assigned to County facilities by the Contractor must possess a working knowledge of the biology and behavior of problem pests and methods for reducing or eliminating food, water, and harborage of same: experience using non-chemical pest control methods: proper and safe use of least toxic pesticides and of non-volatile formulations, including baits, gels, and dusts/powders. It is desirable, but not mandatory, that the Contractor's technicians have at least two (2) years recent full-time paid experience in professional pest control, with experience in facilities similar to those maintained and operated by the County.
- **General Personnel Requirements:** Contractor shall provide the names of all pest management personnel assigned to this contract, and pertinent information regarding their qualification, experience and training. Any employee found to be unqualified for the position to which he/she is assigned will be removed by the Contractor and replaced immediately with a qualified employee at no additional cost to the County.

#### **Uniforms and Equipment:**

All personnel, while working in or on County owned or leased property, shall wear distinctive uniform clothing. The uniform shall have the Contractor's company name easily identifiable, affixed thereon in a permanent or semi-permanent manner. Additional personal protective equipment required for the safe performance of work must be determined and provided by the Contractor.

Protective clothing, equipment, and devices shall at a minimum conform to the standards of the California Department of Pesticide Regulation, the pesticide label, and the Occupational Safety and Health Administration. Vehicles used by Contractor must be clearly marked and identified in accordance with state and local requirements.

#### **Staff Training:**

IPM is a rapidly developing field and continuing education and training is needed to insure pest management personnel remain current in IPM technology, changing laws and regulations, and new products. Contractor shall describe his/her in-house IPM training program for technicians and other relevant personnel. If appropriate, list other IPM relevant sources of training or hands-on IPM experience offered to company personnel within the prior two years. Contractor shall also describe the company's Health and Safety program for employees and site occupants.

## Exhibit A-1

### Sheriff's Office – Detention Facilities

#### CONTRACTORS SAFETY and SECURITY CLEARANCE

#### REQUIREMENTS AND PROCEDURES

1. Contractor must submit a list of employees who will be working in the Main Adult Detention Facility (MADF) and the North County Detention Facility (NCDF), hereinafter “detention facilities,” to the designated SCSO representative at least two weeks in advance of entry to allow time for background security checks to be completed. In exigent circumstances, exceptions will be reviewed and approved on a case-by-case basis. For purposes of clarification, all staff employed by, or under contract to Contractor, who provides services within the detention facilities, shall be referred to as Contractor Workers.
2. Contractor shall provide the full name, date of birth, driver’s license, social security number, and a physical description of all Contractor Workers who will require access to the detention facilities, to the designated Detention Representative, for the purposes of identification and to conduct the background security checks.
3. All Contractor Workers must receive security clearance from the designated detention representative prior to being permitted access to detention facilities. Contractor Workers with prior felony convictions, extensive criminal histories, recent convictions, or any pending charges may be denied entrance into the detention facilities.
4. All Contractor Workers submitted for clearance shall be checked for outstanding warrants. Any active warrants attributed to Contractor Workers may result in the arrest of the subject.
5. No Contractor Worker under 18 years of age shall be admitted to the detention facilities.
6. Contractor Workers who have in their possession firearms, explosives, or any other weapon, as defined under Penal Code Section 171b, shall not be allowed to enter the detention facilities, and may be subject to arrest.
7. Contractor Workers who have in their possession alcoholic beverages or drugs shall not be allowed to enter the detention facilities, and may be subject to arrest.
8. Contractor Workers under the influence of drugs or alcoholic beverages shall not be allowed to enter the detention facilities, and may be subject to arrest.
9. Umbrellas, pocket knives, scissors, metal nail files, or other objects that could be used as weapons are not allowed within the secure perimeter of the detention facilities, with the exception of tools required to install, remove or repair the equipment the Contractor Worker is authorized to service.

10. Contractor Workers entering the detention facilities shall not give anything to any inmate, nor shall they take anything from any inmate without prior approval from authorized detention staff.
11. No smoking is permitted within the detention facilities. Contractor Workers may not bring any tobacco products into the detention facilities.
12. Contractor Workers entering the detention facilities shall not loan, exchange, borrow, do favors for, or enter into any business transactions with any inmate.
13. Contractor Workers shall not talk to any inmate without prior approval by authorized detention staff.
14. Contractor Workers will proceed directly to their designated work areas within the detention facilities. Anyone found loitering in unauthorized areas may be escorted from the facilities and may have his/her security clearance revoked.
15. For the safety of all persons, the SCSO does not allow any inmate to escape in exchange for the release of hostages. All means will be used to ensure the safe release of hostages, with the exception of giving hostage takers weapons or additional hostages, or allowing hostage takers to escape.
16. Detention staff are responsible for security. If directed by authorized detention staff to take any action (leave the area, secure tools, etc.), all Contractor Workers are required to immediately comply, without question.
17. Tools may be inventoried prior to entering the detention facilities, and again upon leaving the facilities. Only tools required to complete the specified work may be brought into the facilities. All tools must be secured before leaving the work area.
18. All Contractor Workers must attend a security briefing session before they are authorized to work unescorted inside the detention facilities.
19. Contract Workers must adhere to COVID protocols as defined by the SCSO.
20. Contract Workers must adhere to Prison Rape Elimination Act (PREA) standards and acknowledgement as applies to their jail access level.
21. Contractor and all Contractor Workers who provide services under the agreement shall comply with all other SCSO detention facilities security procedures and protocols, and other security measures deemed necessary by the SCSO.



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**EXHIBIT B**

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**IPM County Location and Price Schedule**

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Prices shall be all inclusive and include all supervision, labor, materials and equipment necessary, in addition to truck fees, equipment fess, office fees, mileage and any other costs, charges or fees incurred in providing the services required by this RFP.

**OVERSIGHT AGENCY: Sonoma County Public Infrastructure - Facilities Development & Management**

Billing Address: 2300 County Center Dr. Ste A220, Santa Rosa CA 95403

Location Site	Service Location	Location Building Apx. Sq Ft.	Frequency of Service (Estimated; Not guaranteed )	Annual Services (Estimated; Not guaranteed )	IPM Total Monthly Cost
<b>Veteran Halls</b>					
Sonoma Veterans Building	126 1st Street West, Sonoma, CA	15,902	Monthly	12	\$ 110.00
Petaluma Veterans Building	1094 Petaluma Blvd. South, Petaluma, CA	24,638	Monthly	12	\$ 110.00
Santa Rosa Veterans Building	1351 Maple Ave., Santa Rosa, CA	38,836	Monthly	12	\$ 110.00
Guerneville Veterans Building	16255 1st St., Guerneville, CA	11,105	Twice Per Month	24	\$ 170.00
<b>County Administration Buildings</b>					
Administration Building	575 Administration Dr., Santa Rosa, CA	45,682	Monthly	12	\$ 85.00
Hall of Justice	600 Administration Dr., Santa Rosa, CA	129,361	Monthly	12	\$ 130.00
Registrar of Voters	435 Fiscal Dr., Santa Rosa, CA	7,000	Monthly	12	\$ 75.00
Clerk-Recorder-Assessor Department	585 Fiscal Dr. Suite 103/104., Santa Rosa, CA	7,000	Monthly	12	\$ 75.00
Auditor-Controller Treasure-Tax Collector Department	585 Fiscal Dr. Suite 100. , Santa Rosa, CA	40,430	Monthly	12	\$ 105.00
La Plaza A & B	2300 A County Center Dr., Santa Rosa, CA	34,295	Monthly	12	\$ 95.00
	2300 B County Center Dr., Santa Rosa, CA	34,413	Monthly	12	\$ 95.00
FACT Building	2300 Professional Dr., Santa Rosa, CA	6,676	Monthly	12	\$ 75.00
	2350 Professional Dr., Santa Rosa, CA	6,676	Monthly	12	\$ 75.00
Human Services Building	2550 Paulin Dr., Santa Rosa, CA	44,484	Monthly	12	\$ 135.00
Law Library	2604 Ventura Ave., Santa Rosa, CA	28,160	Monthly	12	\$ 95.00
Permit Sonoma (PRMD)	2550 Ventura Ave., Santa Rosa, CA	31,360	Monthly	12	\$ 105.00
Central Mechanical Plant	2680 Ventura Ave., Santa Rosa, CA	9,110	Monthly	12	\$ 75.00
Light Fleet Operations	709 Russell Ave., Santa Rosa, CA	21,208	Monthly	12	\$ 110.00
Heavy Fleet Operations	1200 Century Ct., Santa Rosa, CA	13,536	Every other month	6	\$ 95.00
<b>Information Systems Department</b>					
Records Management	1375 N. Dutton Ave., Santa Rosa, CA	13,600	Twice Per Month	6	\$ 95.00
Information Systems Shared Building	370 Administration Dr., Santa Rosa, CA	14,022	Monthly	12	\$ 95.00
Information Systems Administration	2615 Paulin Dr., Santa Rosa, CA	15,524	Monthly	12	\$ 105.00
<b>Sheriff's Department</b>					
Sheriff's Department Administration	2796 Ventura Ave., Santa Rosa, CA	61,246	Monthly	12	\$ 125.00
Main Adult Detention Facility	2777 Ventura Ave., Santa Rosa, CA	321,370	Twice Per Month	24	\$ 330.00
	<i>***MADF - Service sink drains in jail cells to prevent flies</i>			<i>Monthly</i>	12
North County Detention Facility	2254 Ordinance Rd., Santa Rosa, CA	58,983	Twice Per Month	24	\$ 210.00
Coroner's Office	3336 Chanate Rd., Santa Rosa, CA	6,344	Monthly	12	\$ 75.00
Sheriff's Sub-Station Sonoma	810 Grove St., Sonoma, CA	4,300	Every other month	6	\$ 95.00

**Probation Department/District Attorney Department**

Family Justice Center	2755 Mendocino Ave., Santa Rosa, CA	22,823	Monthly	12	\$ 110.00
Valley of the Moon Children's Home	155 North Pythian Rd., Santa Rosa, CA	9,589	Monthly	12	\$ 95.00
Juvenile Hall	7425 Los Guilicos Rd., Santa Rosa, CA	47,192	Twice Per Month	24	\$ 295.00
Youth Probation Camp	7400 Steve Olson Lane, Forestville, CA	8,167	Every other month	6	\$ 125.00

**Regional Parks Departments**

Regional Parks - Spring Lake	5585 Newanga Ave., Santa Rosa, CA	3,600	Monthly	12	\$ 110.00
Concession Building SLP	393 Violetti Road, Santa Rosa, CA	7,508	Monthly	12	\$ 75.00
Jacob's Ranch Lower House (Large Wood Sided Brown Residence, Tile Roof)	5297 Sonoma Mtn. Rd., Santa Rosa CA	7,250	As Needed	Quote Per Cost of Job	\$ 165.00
Jacob's Ranch Upper House (Small Red Residence)	5313 Sonoma Mtn. Rd., Santa Rosa, CA	7,250	As Needed	Quote Per Cost of Job	\$ 165.00
Regional Parks - Ragle Ranch	500 Ragle Rd., Sebastopol, CA	1,500	Monthly	12	\$ 75.00
Regional Parks - Tolay Lake	5869 Cannon Lane, Petaluma, CA	N/A	Monthly	12	\$ 75.00
Regional Parks - Helen Putnam	411 Chileno Valley, Petaluma, CA	660	Monthly	12	\$ 75.00
Regional Parks - Maxwell Farms	100 Verano Ave., Sonoma, CA	1,368	As Needed	Quote Per Cost of Job	\$ 145.00
Spud Point Marina Docks: Office Building and docks A-E	1818 Westshore Rd., Bodega Bay, CA	N/A	Monthly	12	\$ 95.00
Spud Point Marina Office: Office Building and docks A-G	1818 Westshore Rd., Bodega Bay, CA	6,470	Monthly	12	\$ 95.00
Sonoma County Sport Fishing Center (Party Boat Dock Only)	1500 Bayflat Rd. Bodega Bay, CA	N/A	Monthly	12	\$ 80.00
Mason's Marina	1820 Westshore Rd., Bodega Bay, CA	N/A	Every other month	6	\$ 75.00
Occidental Community Center	3920 Bohemian Hwy, Occidental, CA	7,065	Monthly	12	\$ 125.00
Regional Parks- Hood Mountain	1450 N Pythian Rd., Santa Rosa, CA	1,569	As Needed	Quote Per Cost of Job	\$ 150.00
Pythian Residence	179 Pythian Rd., Santa Rosa, CA	1,486	As Needed	Quote Per Cost of Job	\$ 150.00
Healdsburg Residence	13839 Healdsburg Ave., Healdsburg, CA	1,132	As Needed	Quote Per Cost of Job	\$ 150.00

**Department of Health Services**

Animal Control	1247 Century Court, Santa Rosa, CA	40,000	Weekly	52	\$ 476.00
Orenda Center	1430 Neotomas Ave., Santa Rosa, CA	14,030	Every other month	6	\$ 105.00
Dept of Health Services	1450 Neotomas Ave., Santa Rosa, CA	28,548	Every other month	6	\$ 125.00
Public Health Lab and Bio-Safety Lab	3313 Chanate Rd., Santa Rosa, CA	20,116	Monthly	12	\$ 135.00

**Sonoma County Retirement Office**

Sonoma County Employees' Retirement Association	433 Aviation Blvd., Santa Rosa, CA	3,090	Monthly	12	\$ 85.00
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**OVERSIGHT AGENCY - Sonoma County Department of Transportation & Public Works - Road Yards Division**

Billing Address: 2300 County Center Dr. Ste B100, Santa Rosa CA 95403

Location Site	Service Location	Location Building Apx. Sq Ft.	Frequency of Service (Estimated; Not guaranteed )	Annual Services (Estimated; Not guaranteed )	IPM Total Monthly Cost
TPW - Annapolis Road Yard	32700 Annapolis Rd., Annapolis, CA	6,000	As Needed	Quote Per Cost of Job	\$ 175.00
TPW - Guerneville Road Yard	14900 Armstrong Woods Road, Guerneville, CA	11,000	Monthly	12	\$ 135.00
TPW - Cotati Road Yard	9200 Water Road, Cotati, CA	10,320	Monthly	12	\$ 110.00
TPW - Santa Rosa Road Yard	2175 Airport Blvd., Santa Rosa, CA	34,200	Monthly	12	\$ 125.00
TPW - Sonoma Road Yard	19722 8 <sup>th</sup> Street E., Sonoma, CA	11,000	Monthly	12	\$ 110.00
TPW - Healdsburg Road Yard	17270 Healdsburg Ave., Healdsburg, CA	1,488	Monthly	12	\$ 110.00
TPW - Forestville Road Yard	6200 Packing House Road, Forestville, CA	7,152	Monthly	12	\$ 120.00

**OVERSIGHT AGENCY - Sonoma County Department of Transportation & Public Works - Integrated Waste Management Division**

Billing Address: 2300 County Center Dr. Ste B100, Santa Rosa CA 95403

Location Site	Service Location	Location Building Apx. Sq Ft.	Frequency of Service (Estimated; Not guaranteed )	Annual Services (Estimated; Not guaranteed )	IPM Total Monthly Cost
Airport Airport Landfill Chip & Grind Operation	5200 Slusser Road, Windsor, CA	N/A	As Needed	Quote Per Cost of Job	\$ 125.00
Sonoma County Transfer Station (Annapolis)	33549 Annapolis Road, Annapolis, CA	N/A	As Needed	Quote Per Cost of Job	\$ 150.00
Guerneville Landfill	13950 Pocket Drive, Guerneville, CA	N/A	As Needed	Quote Per Cost of Job	\$ 225.00
Sonoma County Transfer Station (Healdsburg)	166 Alexander Road, Healdsburg, CA	N/A	As Needed	Quote Per Cost of Job	\$ 225.00
Occidental Transfer Station	4985 Stoetz Lane, Occidental, CA	N/A	As Needed	Quote Per Cost of Job	\$ 225.00
Roblar Road	7175 Roblar Road, Petaluma, CA	N/A	As Needed	Quote Per Cost of Job	\$ 150.00
Sonoma County Transfer Station (Sonoma)	4376 Stage Gulch Road, Sonoma, CA	N/A	As Needed	Quote Per Cost of Job	\$ 150.00

**OVERSIGHT AGENCY - Sonoma County Department of Transportation & Public Works - Transit Division**

Billing Address: 335 West Robles Road, Santa Rosa CA 95407

Location Site	Service Location	Location Building Apx. Sq Ft.	Frequency of Service (Estimated; Not guaranteed )	Annual Services (Estimated; Not guaranteed )	IPM Total Monthly Cost
Transit Administration & Yard	335 West Robles Road, Santa Rosa, CA	22,060	Monthly	12	\$ 125.00

**OVERSIGHT AGENCY - Sonoma County Department of Transportation & Public Works - Airport**

Billing Address: 2290 Airport Blvd, Santa Rosa CA 95404

Location Site	Service Location	Location Building Apx. Sq Ft.	Frequency of Service (Estimated; Not guaranteed )	Annual Services (Estimated; Not guaranteed )	IPM Total Monthly Cost
Sonoma County Airport Terminal	2200 Airport Blvd., Santa Rosa, CA	30,854	Monthly	12	\$ 150.00
FAA Air Traffic Control Tower	2245 Airport Blvd., Santa Rosa, CA	5,400	Monthly	12	\$ 95.00
Airport Cal-Fire Rescue Building	2235 Airport Blvd., Santa Rosa, CA	2,652	Monthly	12	\$ 75.00
Airport Industrial Park	2280 Airport Blvd., Santa Rosa, CA	10,020	Monthly	12	\$ 95.00
Airport Administration	2290 Airport Blvd., Santa Rosa, CA	16,221	Monthly	12	\$ 105.00
Airport Industrial Park	2292 Airport Blvd., Santa Rosa, CA	10,020	Monthly	12	\$ 95.00
Henry 1 Hangar	2265 Becker Blvd., Santa Rosa CA	14,048	Twice Per Month	24	\$ 165.00

**\*\*Airport Identification Badge Requirements**

Access to the Airport Operation Area (AOA) will require the contractor to obtain Airport issued identification badges. As part of the badging process, the applicants will undergo a TSA Security Threat Assessment and an FBI fingerprinting background check. One person must act as the authorized signatory and is responsible for authorizing other personnel to receive badges. The authorized signatory must obtain an Airport issued identification badge. The Contractor shall ensure adequate personnel are badged at all times. Currently badges are \$115.00 per badge and typically, badges expire after two years from the date of issuance by the Airport.

Contractors shall comply with all Airport security badging rules and regulations.

Initial to acknowledge requirements:

**OVERSIGHT AGENCY - Sonoma County Water Agency**  
 Billing Address: 404 Aviation Blvd, Santa Rosa CA 95403

Location Site	Service Location	Location Building Apx. Sq Ft.	Frequency of Service (Estimated; Not guaranteed )	Annual Services (Estimated; Not guaranteed )	IPM Total Monthly Cost
SCWA Administration	404 Aviation Blvd., Santa Rosa, CA	52,280	Monthly	12	\$ 110.00
	800 Aviation Blvd., Santa Rosa, CA	8,875	Monthly	12	\$ 75.00
SCWA Airport-Larkfield-Wikiup Sanitation Zone	806 Aviation Blvd., Santa Rosa, CA	1,269	Monthly	12	\$ 75.00
SCWA Operations and Maintenance Center	204 Concourse Blvd., Santa Rosa, CA	27,197	Monthly	12	\$ 95.00
SCWA Sonoma Valley County Sanitation District	22675 8 <sup>th</sup> Street East, Sonoma, CA	11,513	Monthly	12	\$ 120.00
SCWA Education Facility	9703 Wohler Road, Healdsburg, CA	4,204	Monthly	12	\$ 125.00
Peterson Creek	Peterson Creek/Fulton Road, Santa Rosa, CA	4,104	As Needed	<i>Quote Per Cost of Job</i>	\$ 150.00
Brush Creek Reservoir	Badger Road Reservoir, Santa Rosa, CA	N/A	As Needed	<i>Quote Per Cost of Job</i>	\$ 150.00

\*\*\* Please include hourly technician rates (should they be required.) \$ 150.00

\*\*\* Please include hourly overtime/emergency technician rates (should they be required.) \$ 225.00

\*\*\* All costs, charges and fees associated with the successful provision of these services inclusive of labor, materials and equipment.

\*\*\*Additional locations or services maybe added as they come up or are needed.

\*\*\*Please read, sign and return the FEMA Provisions  
 Technician Hourly Rates during a Disaster, if different from the overtime/emergency rate \$ 225.00

### Exhibit C

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
  - i. Subrogation waiver endorsement; and
  - ii. Certificate of Insurance.

If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

#### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of

- Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. Insurance shall be continued for one (1) year after completion of the Work.
  - e. County of Sonoma, its Officers, Agents and Employees shall be additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the Work under this Agreement.
  - f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
  - h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
  - i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
  - j. Required Evidence of Insurance:
    - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
    - ii. Certificate of Insurance.
- 3. Automobile Liability Insurance**
- a. Minimum Limits: \$1,000,000 combined single limit per accident.
  - b. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
  - c. Insurance shall apply to hired and non-owned autos.
  - d. Required Evidence of Insurance: Certificate of Insurance.
- 4. Standards for Insurance Companies**
- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 5. Documentation**
- a. The Certificate of Insurance must include the following reference: **JOB NAME**
  - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.



- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma  
Attn: Purchasing Department  
400 Aviation Blvd. Suite 100  
Santa Rosa, Ca. 95403
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

## 6. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## 7. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**Exhibit D  
BPO/Master Agreement - Task Order**



County BPO/Master Service Agmt #: _____
Quote Number: _____

## BPO/Master Agreement - Task Order

Reference is made to the following contract ("Contract") between the County of Sonoma ("County") and the below-named contractor/supplier ("Contractor"):

Blanket Purchase Order # \_\_\_\_\_       Services Contract # \_\_\_\_\_

County \_\_\_\_\_ desires for Contractor to perform certain services, tasks, and/or work stated below ("Work"), in accordance with the terms and conditions of said Contract. By signing below, Contractor agrees to perform said Work and in accordance with the other terms and conditions stated below. Unless expressly stated otherwise below, all other terms and conditions of the Contract, including rates/price, are incorporated by reference and shall apply to the Work as if fully stated herein.

Contractor must carry insurance to cover and apply as to the Work, in form and to extent as otherwise stated in the Contract. Contractor shall maintain said insurance and name the following as Additional Insured with regard to the Work: County

<b>PROJECT/TASK NAME:</b>	<b>LOCATION:</b>
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<b>DEPARTMENT/AGENCY LEAD:</b>	All invoices and formal notices shall be sent Attention of stated Lead and named Department		
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Project Lead Name:	Dept./Agency:	Email:	Phone:
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<b>CONTRACTOR:</b>
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Company Name:	Lead Contact:	Email:	Phone:
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Key Personnel (if applicable):	Email:
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Authorized Subcontractors (if applicable) (Subcontractors must also provide insurance as referenced above):

<b>SCOPE OF WORK AND RATES/PRICE:</b>
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Work/Project-Specific Requirements:

Deliverables:

Timeframe: Start Date(s): \_\_\_\_\_ End Date(s) (or) Ongoing Reports:  
Until Notified by County: \_\_\_\_\_

Rates/Price/Compensation:  Per Contract  Prevailing Wage Rates  
 See Attached Scope/Quote/Estimate for Applicable Terms and Conditions  
 Other: \_\_\_\_\_

In the event of any conflict between any attachment and this Task Order, the provisions of this Task Order shall control. In the event of any conflict between this Task Order and the Contract (Blanket Purchase Order or Master Services Agreement), the Contract shall control.

<b>SUPPLIER / CONTRACTOR:</b>	<b>DEPT / AGENCY:</b>
<b>BY:</b> _____ SUPPLIER/CONTRACTOR SIGNATURE	<b>BY:</b> _____ PROJECT LEAD SIGNATURE
<b>BY:</b> _____ PRINT NAME	<b>BY:</b> _____ AUTHORIZED SIGNATURE
_____ DATE	_____ DATE

**Exhibit E**

FEDERAL REQUIREMENTS – FEMA PUBLIC ASSISTANCE  
Procurement Contracts (non-subawards)  
*Construction (TPW Caltrans Spec.) and Services Agreements*  
[Revise date 11-15-24]

**1. DEFINITIONS**

- 1.1 Government** means the United States of America and any executive department or agency thereof.
- 1.2 FEMA** means the Federal Emergency Management Agency.
- 1.3 Third Party Subcontract** means a subcontract at any tier entered into by Consultant or any subcontractor or subcontractor, financed in whole or in part with federal assistance derived from the Federal Emergency Management Agency.
- 1.4** For purposes of this Exhibit, **Consultant** may be referred to as “Contractor” or “contractor.”
- 1.5 Agreement** or “**Contract**” means that certain Agreement between the County of Sonoma (“County”) and Contractor, and to which this Exhibit is made a part.

**2. GENERAL REQUIREMENTS**

- 2.1** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. Contractor must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- 2.2** Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, FEMA policies, procedures, directives, and program or grant conditions, as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 C.F.R.<sup>1</sup> 200.317 through 200.327 and Appendix II to 2 CFR Part 200—“Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,” which is included herein by reference; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.<sup>2</sup> 1501 et seq.); and all related and Department of Homeland Security-mandated federal regulations, including 44 CFR Part 7.
- 2.3** Whether or not expressly set forth herein, all contractual provisions required by FEMA (including as may be amended or modified from time to time) are hereby incorporated by reference. This agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions required by FEMA. In the event of any conflict between any provision of this Agreement, this Exhibit, or any FEMA term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any FEMA term, condition, or requirement.

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<sup>1</sup> Code of Federal Regulations (“CFR”).

<sup>2</sup> United States Code (“USC”).

- 2.4 The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.
- 2.5 Contractor shall ensure it has the necessary processes and systems in place to comply with applicable federal reporting requirements, including those contained in 2 CFR Part 170 as applicable.
- 2.6 Trafficking Victims Protection Act. -INTENTIONALLY OMITTED-.
- 2.7 Repair or Construction Activity. For all repair or construction activity done pursuant to this Agreement (if applicable), all such repair or construction shall be carried out in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications and standards, including those required pursuant to 44 CFR 206.400.
- 2.8 Contractor agrees to include the herein-stated clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

### **3. ACCESS TO RECORDS**

- 3.1 Contractor shall provide County and the Department of Homeland Security access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by federal regulations and other applicable laws or program guidance.
- 3.2 Contractor agrees to provide County, the State of California, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- 3.3 In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 3.4 The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and close outs are completed, except in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.
- 3.5 The requirements set forth above are all in addition to, and should not be considered to be in lieu of, any more stringent requirement set forth in the Agreement.

### **4. DEBARMENT AND SUSPENSION**

- 4.1 This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 4.2 Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 4.3 Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180.
- 4.4 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4.5 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**5. NO OBLIGATION BY FEDERAL GOVERNMENT**

Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

**6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (all contracts meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this Agreement, the contractor agrees as follows:

- 6.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 6.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 6.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 6.4 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.5 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6.6 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 6.8 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**7. NONDISCRIMINATION CLAUSE**

**7.1** Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave, or based on any other prohibited basis.

**7.2** Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS** (all contracts in excess of \$100,000 that involve the employment of mechanics, laborers (including watchmen and guards) (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

**Compliance with the Contract Work Hours and Safety Standards Act.** In accordance with 29 CFR sections 5.5(d) and 5.5(e), all required contract clauses, appropriate wage determinations, and other provisions under 29 CFR Part 5 are hereby incorporated by reference and apply as a



matter of law. Accordingly, references in this Article 8 are to the following subsections in conformance with the sections and subsections of 29 CFR Section 5.5.

**29 CFR 5.5:**

(b)(1): **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b)(2): **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(b)(3): **Withholding for unpaid wages and liquidated damages-**

- (i) Withholding process. The County and the Government may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- (ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
  - (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (B) A contracting agency for its procurement costs;
  - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (D) A contractor's assignee(s);
  - (E) A contractor's successor(s); or
  - (F) A claim asserted under the Prompt Payment Act, 31 USC 3901-3907.

(b)(4): **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge,

demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR Part 5;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR Part 5;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR Part 5; or
- (iv) Informing any other person about their rights under CWHSSA or 29 CFR Part 5.

**(b)(5): Required records.** Unless specified otherwise herein, Contractor and all subcontractors must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of at least 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the records to be maintained under this paragraph must be made available by the contractor and subcontractors for inspection, copying, or transcription by authorized representatives of County, the Government, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

**(b)(6): Subcontracts.** The contractor (and all subcontractors) shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (6) of this section, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in these paragraphs (b)(1) through (6). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

Contractor (and all subcontractors) shall insert in any subcontracts the following clauses, and a clause requiring all subcontractors to include these clauses in any lower tier subcontracts:

**29 CFR 5.5:**

**(a)(1): Minimum wages.**

- (i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section (i.e., 29 CFR 5.5), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or

mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**(ii) Frequently recurring classifications.**

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to 29 CFR § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**(iii) Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

- (C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

**(a)(2): Withholding —**

(i) **Withholding requirements.** The County and the Government may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the

same prime contractor (as defined in 29 CFR § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the County and the Government may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

**(a)(3): Records and certified payrolls —**

(i) **Basic record requirements —**

- (A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship

programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements** —

- (A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the Government if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Government. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- (C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
  - (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.

- (E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
  - (F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
  - (G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
  - (iv) **Required disclosures and access —**
    - (A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that County, the Government, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR § 5.1, available for inspection, copying, or transcription by authorized representatives of County, the Government, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
    - (B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
    - (C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to County, the Government if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to County, the Government, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

**(a)(4): Apprentices and equal employment opportunity —**

**(i) Apprentices —**

- (A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- (ii) **Equal employment opportunity.** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**(a)(5): Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**(a)(6): Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as County or the Government may by



appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

**(a)(7): Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**(a)(8): Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**(a)(9): Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**(a)(10): Certification of eligibility.**

- (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR § 5.12(a).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR § 5.12(a).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**(a)(11): Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

**9. NOTICE OF REPORTING REQUIREMENTS**

Contractor acknowledges that reporting requirements apply as a condition of the related FEMA funding. Contractor agrees to comply with all applicable reporting requirements, including those contained in any grant terms and conditions, notices of funding opportunity, or any program guidance associated with any FEMA funding related to this Agreement.

**10. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

**10.1** Contractor agrees that FEMA reserves and shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal purposes:

**10.1.1** The copyright in any work developed with the assistance of funds provided under this Agreement;

**10.1.2** Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

**10.2** Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this Agreement, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

**10.3** Contractor shall affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgment that the work was produced under a federal award (including the award number and federal awarding agency, i.e., FEMA) to any work first produced under federal financial assistance awards.

**11. RIGHTS TO INVENTIONS** (contracts meeting the definition of “funding agreements” (see 37 CFR Part 401) for experimental, research, or development projects)

-NOT APPLICABLE-

**12. CLEAN AIR AND WATER POLLUTION REQUIREMENTS** (all contracts and subcontracts, in excess \$150,000)

**12.1 Clean Air Act**

**12.1.1** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (42 USC 7401-7671q).

**12.1.2** Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

**12.1.3** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**12.2 Federal Water Pollution Control Act**

- 12.2.1** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. (33 USC 1251-1388).
- 12.2.2** Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of California (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 12.2.3** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**13. TERMINATION FOR CONVENIENCE OF COUNTY** (all contracts in excess of \$10,000)

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

**14. TERMINATION FOR CAUSE/DEFAULT** (all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

**15. CHANGES**

For construction contracts, see Sections 4 and 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 8 of the "Standard Professional Services Agreement."

**16. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended))** (all contracts and subcontracts, in excess of \$100,000)

**16.1** Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Contractor, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

**16.2** Contractor shall file the required certification, Exhibit [X]-1, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000.

**17. SOCIOECONOMIC CONTRACTING (MBE / WBE)**

If subcontracts are to be let, Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

**18. PROCUREMENT OF RECOVERED MATERIALS**

**18.1** Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**18.2** In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program / US EPA (available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>).

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

**19. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
  - i. Are not used as a substantial or essential component of any system; and
  - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**20. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

**22. DHS SEAL, LOGO, AND FLAGS**

Contractor and its subcontractors must written permission from the federal Department of Homeland Security (DHS) prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials . This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. The contractor shall include this provision in all subcontracts.

**23. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT (only prime construction, repair, or alteration contracts in excess of \$2,000, if required by federal funding program. Excludes contracts funded under the FEMA Public Assistance Program.)**

a. Compliance with the Davis –Bacon Act:

Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. This contract is awarded on condition that said prevailing wage determination is accepted. Contractor shall pay wages not less than once a week.

Without limitation to the foregoing, Contractor shall comply with the applicable provisions of 29 CFR 5.5(a) which are incorporated herein by reference and which are also set forth in Section 8, Contract Work Hours and Safety Standards, above.

b. Compliance with the Copeland “Anti-Kickback” Act:

(1) Contractor. The contractor (and all subcontractors) is expressly bound and shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Contractor and all

subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

- 24. BONDS** (all construction or facility improvement contracts, or any subcontracts thereof, exceeding \$250,000)  
Unless otherwise excepted in writing by County, Contractor shall obtain and maintain bonds as follows:

**24.1** A performance bond for 100 percent of the Agreement price, and

**24.2** A payment bond for 100 percent of the Agreement price.

**25. CREATING GOOD JOBS**

Pursuant to FEMA Information Bulletin No. 520 (available at: [https://www.fema.gov/sites/default/files/documents/fema\\_gpd\\_ib-520.pdf](https://www.fema.gov/sites/default/files/documents/fema_gpd_ib-520.pdf)), Contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, Contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. Contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles (available at: <https://www.dol.gov/sites/dolgov/files/goodjobs/Good-Jobs-Summit-Principles-Factsheet.pdf>) wherever appropriate and to the greatest extent practicable.

**26. BUY CLEAN**

County encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, County encourages that the performance of this Agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

**Exhibit E-1**

**APPENDIX A, 44 C.F.R. PART 18 –CERTIFICATION REGARDING LOBBYING**  
*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining or awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing below, Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

ATCO Pest Control - [Signature]  
Contractor's  
Authorized Official - Signature

President  
Title

11/22/2024  
Date



## Exhibit F

### FAA Federal Provisions

#### 13. Federal Provisions.

##### 13.1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

##### 13.2 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's PSA - Revision G June 2016

notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

##### 13.3 GENERAL CIVIL RIGHTS PROVISIONS

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.

The **Charles M Schulz – Sonoma County Airport**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged

business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### **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 non-discrimination 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 (Non-discrimination 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);  
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- 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. 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).

### **Compliance with Nondiscrimination 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:

**1. 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.

**2. Nondiscrimination:** 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 PSA - Revision G June 2016 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.

**3. 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.

**4. 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.

**5. 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:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six 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.

#### 13.4 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for PSA - Revision G June 2016

notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

#### 13.5 TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

#### 13.6 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such

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disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 13.7 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Consultant certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Consultant has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

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### 13.8 FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.