

AMENDMENT NO. 2  
Y5-1112 Records Recovery Services

Effective Date: November 15, 2007

The contract is changed as follows:

- a. This amendment is made to renew this contract as follows:

From: November 15, 2006 through November 14, 2007

To: November 15, 2007 through November 14, 2008

- b. All terms, conditions and prices of the original contract remain the same.

Munters Corporation

Board of County Commissioners  
Orange County, FL

By: 

By: 

Print Name: Ken Bennett

Elaine Walker, CPPB

Name and Title: Account Manager

Date: 8/14/07

Date: 8/13/07

AMENDMENT NO. 1  
Y5-1112 Records Recovery Services

Effective Date: November 15, 2006

The contract is changed as follows:

- a. This amendment is made to renew this contract as follows:

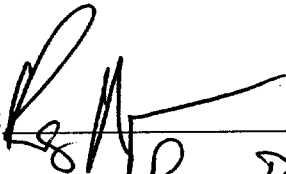
From: November 15, 2005 through November 14, 2006


To: November 15, 2006 through November 1<sup>4</sup>~~5~~, 2007

- b. All terms, conditions and prices of the original contract remain the same.

Munters Corporation

Board of County Commissioners  
Orange County, FL

By: 

By:   
Elaine Walker, CPPB

Print Name: Roy Bynum

Date: 9-6-06

Name and Title: RESTORATION MANAGER

Date: 9-5-06

**Contract #Y5-1112**

This Contract is made as of the 28th day of September, 2005 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Munters Corporation, [ X ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D number is 84-0830599.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of Records Recovery Services, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Carol Foglesong, telephone no (407) 836-5982

**ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services on November 15, 2005 and complete all services by November 14, 2006.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of five (5) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for services, materials and "out of pocket" expenses shall not exceed Ninety Nine Thousand Dollars (\$99,000). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating COUNTY Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.
- C. "Out of pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out of pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices or other documentation acceptable to the Orange County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will be thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

#### **ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

#### **ARTICLE 5 – TERMINATION**

##### **A. Termination for Default:**

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (release orders, if applicable) if the CONTRACTOR fails to:

1. provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards

2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
- D. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

**B. Termination for Convenience**

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. However, at the COUNTY'S sole option, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the contract in whole.

**ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The County may require, in writing, that the contractor remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

**ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

**ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

#### **ARTICLE 10 - INSURANCE**

- A. Before execution of the contract by the COUNTY and commencement of the operations and/or services to be provided, and during the duration of the contract, the CONTRACTOR shall file with the COUNTY current certificates of all required insurance on forms acceptable to the COUNTY, with the Certificate Holder listed as Orange County Board of County Commissioners, which shall include the following provisions:
1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the COUNTY.
  2. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
  3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.
- B. The CONTRACTOR shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.
- C. Coverages Required:
1. Workers' Compensation - The CONTRACTOR shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY and its agents, employees and officials.
  2. Commercial General Liability - The CONTRACTOR shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$500,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this CONTRACT or shall be at least twice the required occurrence limit.
  3. Business Automobile Liability - The CONTRACTOR shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

4. The COUNTY shall be specifically included as an additional insured on the general liability policy.
- D. All such insurance required of the CONTRACTOR shall be primary to, and not contribute with, any insurance or self-insurance maintained by the COUNTY.
- E. Any exceptions to the insurance requirements in this section must be approved in writing by the COUNTY.
- F. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR'S liabilities and obligations under this contract. Failure of the COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR'S obligation to maintain such insurance.

#### **ARTICLE 11 - INDEMNIFICATION**

If there are any claims for damages attributable to the negligence, errors or omissions of the CONTRACTOR, their agents or employees while providing the services called for herein, it is understood and agreed the CONTRACTOR shall indemnify and hold harmless the COUNTY from any and all losses, costs, liability, damages and expenses arising out of such claims or litigation asserted as a result hereof. However, the CONTRACTOR shall not be responsible for acts or omissions of the COUNTY, its agents or employees, or of third parties which result in bodily injury to persons or property.

Provided, however, if the contract between the County and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the County, shall be limited to an obligation to indemnify or hold harmless the County, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### **ARTICLE 14 - UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONSULTANT and the COUNTY for any terms and conditions not specifically stated in this Contract.

### **ARTICLE 15 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

### **ARTICLE 16 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

#### **ARTICLE 17 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

## **ARTICLE 20 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 21 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The COUNTY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible at the CONTRACTOR'S local place of business to the County, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction. If records are unavailable locally, it shall be the CONTRACTOR'S responsibility to insure that all required records are provided to the County at the CONTRACTOR'S expense.

## **ARTICLE 22 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

## **ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

## **ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

**ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 27 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

**ARTICLE 28 – ADDENDA**

All requirements contained in any addenda issued to the solicitation for this procurement are part of and hereby incorporated into this contract.

**ARTICLE 29 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and if sent to the CONTRACTOR shall be mailed to:



**Munters**

Munters Corporation - Dehumidification Division - Industrial  
9420 Delegates Drive, Suite 500, Orlando, FL 32809

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA

MUNTERS CORP.  
Company Name

By: Elaine Walker  
for Johnny Richardson, CPPO, CACM  
Manager, Purchasing and Contracts Division

[Signature]  
Signature

1-18-06  
Date

ROY BYNUM  
Typed Name

RESTORATION MANAGER  
Title

11-12-2005  
Date

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall provide professional, technical services in the response and recovery of records damaged during any natural or man-made disaster or emergency situation (i.e., fire, flood, hurricane, etc.) as required by the County.

This contract will not be applicable to computer systems.

The volume of records to be considered for this Request for Proposal is undetermined based on a number of unknown elements, with the most critical being the number of impacted locations throughout the various Orange County sites.

All services to be provided under this contract must be authorized by the Orange County Comptroller's designated representative or his or her designee before any work is to be done.

There shall be no retainer paid in order to keep the contract in effect. The contract will be utilized on an **as-needed basis and used only in case of a disaster or emergency as so deemed by the County**. The Contractor shall provide 24 hours per day, 7 days per week emergency response service. Response by phone after the first notification shall be within 2 hours. The Contractor shall have a representative on site after first notification within six (6) hours with the necessary equipment to be transferred within twelve (12) hours.

**Document recovery services shall include, but not be limited to the following:**

- a. All labor, materials, equipment, and transportation to accomplish all required tasks for complete restoration.
- b. Drying and restoration of records to include, but not be limited to, paper documents, microfilm, CDs, blueprints, books, drawings, files, library materials, magazines, manuscripts, maps, plans, and vital records, etc.
- c. Removal and restoration of records damaged by fire, water, smoke, mold, and mildew, etc. to an approved facility mutually agreed upon by the County and the Contractor.
- d.

**Records Management:**

The contractor shall be responsible for the following in regards to records management:

- a. For both on-site and off-site restoration, maintain and furnish a copy of the records removal and return inventory list to the designated Orange County contact.
- b. All records must be returned to Orange County in the same order in which they were received by Contractor.
- c. All records must be returned to Orange County in appropriate containers (i.e., **1 cubic foot boxes, depending upon the medium and what the vendor is able to provide**), which are clearly identified by label as to specific location, agency name, contact name, telephone number, and critical need designation.

- d. Provide method/plan for pickup and delivery of damaged records.
- e. For any records that are unsalvageable or unrecoverable, contractor must include a signed, written statement indicating the condition of the records as proof of attempted restoration.
- f. The Orange County designee will inspect the inventory of all records removed for restoration and returned to the County.

**EXHIBIT B**

**FEE SCHEDULE  
Y5-1112**

<u>Item</u>	<u>Description</u>	<u>Unit Of Measure</u>	<u>Rate/Price</u>
1.	Conventional Freezing	1.5 cu ft per month	7.36
2.	Blast Freeze	1.2 cu ft	25.00
3.	Freeze Dry	1.5 cu ft	73.54
4.	Treatment for Mold and Mildew	1.5 cu ft	130.30
5.	Packing	1.5 cu ft	3.14
6.	Unpacking Into Cabinets/Shelves	1.5 cu ft	3.14
7.	Treatment for Soot	1.5 cu ft	325.69
8.	Laboratory Fees	Per Event	Cost+10%+ 15%
9.	Mobilization Costs	Per Event	1,200.00
10.	Demobilization Costs	Per Event	No Cost
11.	Markup for Rental or Purchases	Per Event	Cost+10%+15%
12.	Pre-registration	Per Event	No Cost
13.	Freight Cost	Per Event	Cost+10%+15%
<b><u>Labor Rates</u></b>			
14.	Project Coordinator/Manager	Hourly	80.00
15.	Project Superintendent	Hourly	69.00
16.	Project Auditor/Clerk	Hourly	55.00
17.	Project Supervisor	Hourly	49.00
18.	Restoration Specialist (Mold, Electronics,ect.)	Hourly	56.00
19.	Senior Project Manager	Hourly	105.00
20.	Restoration Forman (Mold, Electronics, ect.)	Hourly	69.00
21.	Operation Technician	Hourly	60.00
22.	Senior Project Supervisor	Hourly	105.00
23.	Health & Safety Officer	Hourly	69.00
24.	Administrator	Hourly	43.00
25.	Skilled Labor	Hourly	33.00
26.	Variable Labor	Hourly	35.00
27.	General Labor	Hourly	Cost + 30%
28.	Mobilization	Hourly	33.00
29.	Consulting	Hourly	165.00
30.	Labor Management Fee (to manage Customer supplied labor force)	Hourly	2.50
31.	Specialist – All subcontracted professionals such as: 1) Industrial Hygienist, Micrographic Professional, Magnetic Media, Photographic Restoration Specialist, 2) local and state licensed tradesmen 3) general, abatement, hazardous material contractors, 4) other	Hourly	Cost+10%+15%

services whichever are deemed necessary to the project.

- Labor rates for all work performed over 8 hours in a day and on Saturday will be one and one-half (1-1/2) times the normal rate schedule listed above. Sundays and Holidays will be billed at double time. Travel time shall not be considered when figuring the overtime hours. Employee(s) will be billed according to the job duties being performed. Work performed on Munters recognized holidays, will be priced at two times the above stated rates.

**Equipment Rates**

32.	Air Compressor, Small	Daily	36.00
33.	Air Handler – 100 Ton	Daily	1,390.00
34.	Air Mover	Daily	30.00
35.	Air Scrubber – AS10	Daily	107.00
36.	Air Scrubber – MPA10	Daily	161.00
37.	Air Scrubber – PAS500	Daily	97.00
38.	Airless Sprayer	Daily	67.00
39.	Axial Fan	Daily	32.00
40.	Backpack Sprayer	Daily	26.00
41.	Blower Only – 4500 CFM	Daily	268.00
42.	Branson Ultrasonic (small)	Daily	77.00
43.	Cart, Debris	Daily	26.00
44.	Cart, Service	Daily	12.00
45.	DH – DZ50	Daily	59.00
46.	DH – DZ120	Daily	91.00
47.	DH – DZ150	Daily	124.00
48.	DH – DZ200	Daily	156.00
49.	DH – DZ300	Daily	241.00
50.	DH – DZ1200	Daily	91.00
51.	DH – DZ2400	Daily	156.00
52.	DH – DZLGR2000	Daily	134.00
53.	DH – GC150	Daily	321.00
54.	DH – HC-150/Dritec 150	Daily	214.00
55.	DH – HC-300	Daily	321.00
56.	DH – HC-600/600 GA	Daily	487.00
57.	DH – HC1125/1125 GA	Daily	713.00
58.	DH – HC1125 Air Stream	Daily	701.00
59.	DH – HC2250/2250 GA	Daily	969.00
60.	DH – HC2250 Hydraulic Steam	Daily	1,076.00
61.	DH- HC2250 HCU	Daily	1,660.00
62.	DH – HC4500	Daily	1,280.00
63.	DH – HC4500 GA/Steam	Daily	1,312.00
64.	DH – HC9000/GA	Daily	2,089.00
65.	DH – M85L	Daily	54.00
66.	DH – M10 ERU	Daily	691.00
67.	DH – M10	Daily	969.00

68.	DH – M20	Daily	1,312.00
69.	DH – M120	Daily	85.00
70.	DH – M200/MH240	Daily	156.00
71.	DH – MCS300	Daily	187.00
72.	DH – Phoenix 200	Daily	150.00
73.	Demolition Kit (w/barrow,ect.)	Daily	21.00
74.	Distribution Panel	Daily	161.00
75.	Dolly/Hand Truck	Daily	15.00
76.	Drill, Cordless	Daily	13.00
77.	Ducting (25' Flex)	Daily	5.00
78.	Electrical Kit	Daily	14.00
79.	Elephant Nose Fogger	Daily	19.00
80.	Extractor, Hi-Pressure Moisture	Daily	117.00
81.	Fall Protection Kit	Daily	32.00
82.	First Aid Kit	Daily	27.00
83.	Floor Kit	Daily	21.00
84.	Fogger, Atomist	Daily	19.00
85.	Fogger, Thermo – Elec.	Daily	22.00
86.	Fogger, Thermo – Gen	Daily	71.00
87.	Generator 10KW<	Daily	129.00
88.	Halogen Lights –Single	Daily	10.00
89.	Halogen Lights w/stand	Daily	26.00
90.	Heat Exchanger – 4500 CFM	Daily	321.00
91.	Heater – 15KW Electric	Daily	117.00
92.	Heater – 30KW Electric	Daily	175.00
93.	Heater – 60KW Electric	Daily	236.00
94.	Heater – 80KW Electric	Daily	353.00
95.	Heater – 150 KW Electric	Daily	589.00
96.	Heater – HDS 12	Daily	2,812.00
97.	Heater – IDF 1.8	Daily	825.00
98.	Heater – IDF 2.2	Daily	964.00
99.	Heater – IDF 3.0	Daily	1,178.00
100.	Heater – IDF 4.0	Daily	1,500.00
101.	Heater – IDF 6.0	Daily	1,853.00
102.	Heater – IDF 11.0	Daily	3,063.00
103.	High Tech Pressure Sprayer	Daily	77.00
104.	High Tech Pressure Tip	Daily	10.00
105.	Humidifier – QC36	Daily	519.00
106.	HVAC Duct Cleaning System	Daily	250.00
107.	HVAC Kit (nibblers, snips, ect)	Daily	49.00
108.	Hygrothermograph	Daily	37.00
109.	Injecti – Dry System	Daily	295.00
110.	Labber, 6', 8', 10', 12'	Daily	14.00
111.	Ozone Machine <30000 cu. ft.	Daily	124.00
112.	Ozone Machine >30000 cu. ft.	Daily	187.00
113.	Pallet jack	Daily	20.00

114.	Pedestal Fan	Daily	48.00
115.	PPE – Respiration, ½ Face	Daily	7.50
116.	PPE – Respiration, Full Face	Daily	13.50
117.	Pressure Washer (cold)	Daily	77.00
118.	Pressure Washer (hot)	Daily	201.00
119.	Pump, Flood	Daily	77.00
120.	Pump, 3” HPV	Daily	171.00
121.	Pump, Sump	Daily	11.00
122.	Radio, Tw-Way	Daily	20.00
123.	Refrig – Chillers – 5 Ton	Daily	402.00
124.	Refrig – Chillers – 20 Ton	Daily	1,061.00
125.	Refrig – Chillers – 40 Ton	Daily	1,590.00
126.	Refrig – Coil – Module 1125 CFM	Daily	107.00
127.	Refrig – Coil – Module 2250 CFM	Daily	107.00
128.	Refrig – Coil – Module 4500 CFM	Daily	214.00
129.	Refrig – Coil – Module 9000 CFM	Daily	321.00
130.	Refrig – DX Unit – 3 Ton	Daily	214.00
131.	Refrig – DX Unit – 5 Ton	Daily	311.00
132.	Refrig – DX Unit – 6 Ton	Daily	353.00
133.	Refrig – DX Unit – 7 Ton	Daily	397.00
134.	Refrig – DX Unit – 8.5 Ton	Daily	439.00
135.	Refrig – DX Unit – 10 Ton	Daily	530.00
136.	Refrig – DX Unit – 12.5 Ton	Daily	707.00
137.	Refrig – DX Unit – 20 Ton	Daily	1,061.00
138.	RotoZip	Daily	12.50
139.	Safety Kit	Daily	10.00
140.	Saw, Reciprocating	Daily	21.00
141.	Smocks & Lab Coats	Daily	3.00
142.	Sound Attenuation Blankets	Daily	64.00
143.	Spider Box	Daily	64.00
144.	Sprayer, Garden/Pump Up	Daily	4.50
145.	Supply Trailer – 20’	Daily	103.00
146.	Supply Trailer – 40’	Daily	283.00
147.	Supply Truck – 1 Ton	Daily	93.00
148.	Tool Kit (Mechanical)	Daily	15.00
149.	Transformer 15 KVA	Daily	80.00
150.	Transformer 30 KVA	Daily	134.00
151.	Transformer 45 KVA	Daily	187.00
152.	Transformer 50 KVA	Daily	144.00
153.	Transformer 75 KVA	Daily	187.00
154.	Transformer 112.5 KVA	Daily	295.00
155.	Ultrasonic – Large	Daily	232.00
156.	Upholstery/Carpet Machines	Daily	45.00
157.	Vacuum, Backpack	Daily	21.00
158.	Vacuum, Barrel	Daily	88.00
159.	Vacuum, Canister/Wet Dry	Daily	12.00

160.	Vacuum, Common Upright	Daily	12.00
161.	Vacuum, HEPA – Floor	Daily	40.00
162.	Vacuum, HEPA – Portable	Daily	22.50
163.	Vaportek – Large	Daily	75.00
164.	Vaportek – Small	Daily	15.00
165.	Wall Cleaning Kit	Daily	8.00
166.	Zip-Walls	Daily	12.00

**Supply Rates**

167.	Alcohol, ISA (99%)	Gal.	4.75
168.	Bags, Garbage (33 gal)	Case	30.83
169.	Bags, Trash (heavy duty)	Roll	64.20
170.	Brush, Stainless –sm	Ea.	4.34
171.	Biocide	Gal.	24.66
172.	Bio-HS	Ga.	19.33
173.	Buckets, 5 GAL.	Ea.	7.26
174.	Carpet/Upholstery Cleaner	Gal.	25.00
175.	Coil Cleaner (HVAC)	Gal.	26.33
176.	Comfort Masks	Bx/50	26.89
177.	Coverall, BioHaz	Ea.	18.92
178.	Coverall, Tyvek	Ea.	7.23
179.	Degreaser	Gal.	16.10
180.	Degreaser – Citrus	Gal.	30.00
181.	Deodorizer – Liquid	Gal.	28.00
182.	Deodorant Gel Blocks	Lb.	12.27
183.	Diaper Rags	Lb.	8.73
184.	Disinfectant	Gal.	83.33
185.	Dryclene	Gal.	27.08
186.	Ear Plugs	Case	36.66
187.	Filter Media High Density	Roll	144.49
188.	Fosters 40-20	Gal.	83.33
189.	Fosters 40-80	Gal.	17.50
190.	Glass Cleaner	Gal	14.16
191.	Glasses, Safety	Pair	9.40
192.	Gloves, Cotton	Pair	1.98
193.	Gloves, Latex Rub	Pair	1.77
194.	Goggles, Safety	Ea.	8.38
195.	Halogen Light Bulbs	Ea.	12.95
196.	Hard Hats	Ea.	9.16
197.	HVAC Duct Sealer	Gal.	53.33
198.	Knives, Carpet	Ea.	4.99
199.	Knives, Utility	Ea.	9.98
200.	Lay Flat –12” Ducting	Roll	135.00
201.	Lay Flat – 20” Ducting	Roll	185.00
202.	LPS 1/Mecca Lube	Gal.	32.96
203.	LPS 2	Gal.	34.88

204.	LPS Contact Cleaner	Gal.	34.72
205.	Metal Polish	Can	15.00
206.	Microban	Gal.	36.66
207.	Milgo	Gal.	45.00
208.	Mop Heads	Ea.	9.12
209.	Odor Neutralizer	Gal.	40.41
210.	Putty Knives	Ea.	4.11
211.	Restoracide	Gal.	36.16
212.	Scotch-Brite 7447	Box	29.45
213.	Scotch-Brite 7448	Box	30.15
214.	Sm. Scrub Brushes	Ea.	3.99
215.	Sponges, Dry Erase	Ea.	1.92
216.	Spray Bot/Trigger	Ea.	3.50
217.	Tape, Box (clear)	Roll	3.00
218.	Tape, Caution 1000 – ft	Ea.	10.99
219.	Tape, Duct	Roll	6.26
220.	Terry Towels	Lb.	4.67
221.	Thermal Fog	Gal.	44.58
222.	Trisodium Phosohaste	20 lb pail	33.10
223.	Vacuum Bags, Bkpk-	Pkg/10	11.19
224.	Vacuum Bags, Bkpk-Cloth	Ea.	10.76
225.	Vacuum Bags, Upright	Ea.	1.49
226.	Wyp-Alls	Case	72.00

### **Document Restoration**

227.	Document Supervisor	Hourly	75.00
228.	Document Specialist	Hourly	55.00
229.	Document Laborer	Hourly	31.00
230.	Drying on site <500 cu. ft.	cu. ft.	157.59
231.	Drying on site 501> cu. ft.	cu. ft.	96.67
232.	Drying MCS Facility <50 cu. ft.	cu. ft.	94.55
233.	Drying MCS Facility 51- 150 cu. ft	cu. ft.	84.05
234.	Drying MCS Facility 151 – 500 cu. ft.	cu. ft.	73.54
235.	Drying MSC Facility 500> cu. ft.	cu. ft.	63.04
236.	Freeze Drying In House	cu. ft.	73.54
237.	Other Drying – Antique Book	Ea.	21.01
238.	Other Drying – Blue Prints	Ea.	2.63
239.	Other Drying – Linen Prints	Ea.	5.25
240.	Other Drying – Mylar Prints	Ea.	5.25
241.	Ozone (for odor control) min. charge of 25 cu. ft.	cu. ft.	5.25
242.	Disinfectant Fogging	cu. ft.	7.36
243.	Document Cleaning – Level #1	cu. ft.	65.15
244.	Document Cleaning – Level #2	cu. ft.	97.70
245.	Document Cleaning – Level #3	cu. ft.	130.30
246.	Document Cleaning – Level #4	cu. ft.	162.84
247.	Document Cleaning – Level #5	cu. ft.	325.69

248.	Blue Prints, Linen & Mylar Cleaning level #1	Ea.	2.11
249.	Blue Prints, Linen & Mylar Cleaning level #2	Ea.	2.63
250.	Blue Prints, Linen & Mylar Cleaning level #3	Ea.	3.71
251.	Blue Prints, Linen & Mylar Cleaning level #4	Ea.	5.25
252.	Blue Prints, Linen & Mylar Cleaning level #5	Ea.	6.28
253.	Other Cleaning – Antique Book	Ea.	157.59
254.	Other Cleaning – CD & DVD	Ea.	2.11
255.	Other Cleaning – Catheter Roll	Ea.	21.01
256.	Other Cleaning – Microfiche Sheet	Ea.	2.11
257.	Other Cleaning – Microfiche Strip	Ea.	.53
258.	Other Cleaning – Microfilm Roll (in house)	Ea.	52.53
259.	Other Cleaning – Microfilm Roll (outside)	Ea.	73.54
260.	Other Cleaning – Photograph Negatives	Ea.	.53
261.	Other Cleaning – Photographs	Ea.	2.11
262.	Other Cleaning – Record Albums	Ea.	2.11