Board of Equalization
Proposed Contracts
Over $1 Million

Contractor	Start Date	Expire Date	Estimated Total Cost	Purpose
Hygiene Technologies International, Inc.	10/05/07	06/30/09	$2,636,000	Services to be provided are to test for fungal growth assessment in the Board of Equalization building on various floors and on Board equipment. Contractor to report to the Board findings of related fungal growth. Check equipment and boxes for the possibility of fungal growth. Do reports as requested by the Board to include but not limited to safety issues, assessment and exposure to fungal growth.

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD 213 A (Rev 06/03)

AGREEMENT NUMBER	AMENDMENT NUMBER
07-116A	1
	REGISTRATION NUMBER
	08601107271355.1

☐ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____Pages**

1. This Agreement is entered into between the State Agency and the Contractor named below:

   STATE AGENCY'S NAME
   State Board of Equalization

   CONTRACTOR'S NAME
   Hygiene Technologies International, Inc.

2. The term of this Agreement is: October 5, 2007 through June 30, 2009

3. The maximum amount of this Agreement after this amendment is: $ 2,636,000.00 Two million six hundred thirty-six thousand dollars and no cents.

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

   The purpose of this Agreement Amendment is to revise the Scope of Work, increase the contract amount by $1,700,000.00 for a total of $2,636,000.00 and extend the term of this Agreement to June 30, 2009.

   A. Revise the Scope of Work (see attached Exhibit A, Revised Scope of Work).

   B. Increase contract amount by $1,700,000.00 for a total contract amount of $2,636,000.00

   C. Extend the term of this Agreement from October 5, 2007 through June 30, 2008 to October 5, 2007 Through June 30, 2009.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA **Department of General Services** Use Only
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* Hygiene Technologies International, Inc.		
BY *(Authorized Signature)* –	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Brian P. Daly, President		
ADDRESS 3625 del Amo Blvd., Suite 180 Torrance, CA 90503-1643		
STATE OF CALIFORNIA		
AGENCY NAME State Board of Equalization		
BY (Authorized Signature) –	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Roberta Hinchman, Contract Manager		☐ Exempt per
ADDRESS 450 N Street, MIC: 24; Sacramento, CA 95814		

EXHIBIT A
REVISED
SCOPE OF WORK

SCOPE OF WORK

Since the initial contract for services with Hygiene Technologies (contractor), numerous incidents have occurred that require an expanded scope of work. From an initial investigation of isolated discoveries of mold growth, the project has become significantly more widespread as a result of the following incidents:

- Total closure of the top three occupied floors of BOE headquarters at 450 N Street
- Mold related reporting in the mail room.
- Investigation of the day care center.
- Water intrusion related to storms on January 4, 2008.
- A sink flooding in the 10th floor break room.
- An HVAC pipe rupture on the 12th floor that resulted in water damage on the 10th and 11th floors.
- Water intrusion into the first floor conference rooms from outside sprinklers irrigation.
- Water damage from a leaking HVAC unit above the security guard area.
- Staining discovered in a bathroom on the 19th floor.

These incidents have required assistance from the contractor with the following efforts:

- The temporary relocation of staff from floors closed as a result of mold discoveries to work areas both inside and outside of the building. The contractors developed written protocols for inspecting, testing, cleaning, and removing items from the closed areas before returning the contents to employees. They also performed the inspections and utilized an "Inspection Checklist" for each box or item moved from the closed floors.
- Attendance and participation in conference calls and meetings with the Department of General Services, a variety of contractors, union officials and other parties related to the water intrusion issues of the building.
- Input related to air quality and hygiene questions for the BOE established web site to keep employees and other interested parties informed of building related issues.
- Preparation of a report of inspected files and materials to be moved to the Franchise Tax Board for employees to continue working at a temporarily established location.
- Air samples and processing of the resulting data for all floors in the building to ensure the quality of the indoor air.
- Participation in expert consultant panel meetings with employees.
- Investigation of employee reported water intrusion, odors, stains, etc. (both historical and current).
- Attendance at meetings with the DGS, BOE staff, attorneys, union representatives, employees, and contractors.
- Monitoring remediation efforts throughout the building.

EXHIBIT A
REVISED
SCOPE OF WORK

SCOPE OF WORK (continued)

In addition to the above, specific contract deliverables will include:

- A floor-by-floor assessment and written report of the indoor air quality throughout the BOE building at 450 N Street. These reports are anticipated to be completed on a flow basis during the months of May through July.
- A review and written response to each of the protocols prepared by DGS's hygiene consultant for areas where remediation will occur.
- Onsite monitoring on behalf of BOE for all remediation efforts being handled by DGS and its contractors, including written "sign-off" for each remediation effort completed.
- A written abatement monitoring and clearance report anticipated to be prepared in August, 2008 at the conclusion off the remediation work.
- A written indoor air quality report to be delivered in preparation for re-occupancy of closed floors/areas, which is anticipated to be around September 2008.
- Contractor has not been retained to be a litigation consultant, but due to nature and scope of work performed for BOE could likely be required to be called as a witness, requiring preparation time and work.

As the investigation continues, the contractor's services are vital to respond to any further findings and/or events to ensure that the health and safety of the employees and other occupants of the building are safeguarded.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
07-116
REGISTRATION NUMBER
08601107271355

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
State Board of Equalization

CONTRACTOR'S NAME
Hygiene Technologies International, Inc.

2. The term of this Agreement is: October 5, 2007 through June 30, 2008

3. The maximum amount of this Agreement is: $ 936,000.00
Nine hundred thirty-six thousand dollars and no cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	3 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Attachment B – Rates	1 page
Exhibit C* - General Terms and Conditions	GTC 307
Exhibit D – Special Terms and Conditions	2 pages
Exhibit E – Additional Provisions	4 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* Hygiene Technologies International, Inc.	KW
BY *(Authorized Signature)* Brian P. Daly — DATE SIGNED *(Do not type)* 12/18/07	APPROVED JAN 15 2008 DEPT OF GENERAL SERVICES
PRINTED NAME AND TITLE OF PERSON SIGNING Brian P. Daly, President	
ADDRESS 3625 Del Amo Blvd., Suite 180 Torrance, CA 90503-1643	
STATE OF CALIFORNIA	
AGENCY NAME State Board of Equalization	K Yates
BY (Authorized Signature) Roberta L. Hinchman — DATE SIGNED *(Do not type)* 12-31-07	
PRINTED NAME AND TITLE OF PERSON SIGNING Roberta Hinchman, Contract Manager	☐ Exempt per
ADDRESS 450 N Street, MIC: 24; Sacramento, CA 95814	

EXHIBIT A
Page 1 of 3

SCOPE OF WORK

1. Contractor agrees to provide to the Board of Equalization, (Board) assessment of fungal growth in building and any records/documents as described herein.

2. The services shall be performed at the Board's Headquarters located at 450 N Street, Sacramento, CA 95814.

3. The Project Coordinators during the term of this Agreement will be:

Board of Equalization		Hygiene Technologies International, Inc.	
Name:	David Gau	Name:	Brian P. Daly, CIH, PE
Title:	Acting Deputy Director, Administration	Title:	President
Phone:	(916) 445-1516	Phone:	310-370-8370
Fax:	(916) 323-8765	Fax:	310-370-7026
E-mail:	David.Gau@boe.ca.gov	E-mail:	

Direct all Agreement inquiries to:

Board of Equalization Contract Unit		Hygiene Technologies International, Inc Administrative Support	
Name:	David Gau	Name:	Brian P. Daly
Title:	Acting Deputy Director, Administration	Title:	CIH, PE
Address:	450 N Street, MIC: 24 Sacramento, CA 95814	Address:	3625 Del Amo Blvd., Ste. 180 Torrance, CA 90503-1643
Phone:	916-445-1516	Phone:	310-370-8370
Fax:	916-323-8765	Fax:	310-370-7026
E-mail:	David.Gau@boe.ca.gov	E-mail:	

4. Contractor Responsibilities

   a. Contractor shall provide all services in accordance with the standards and regulations established by Occupational Safety and Health Association (OSHA), (NFPA), NEC, NEMA, NETA, UL, ANSI, California Code of Regulations, and all other jurisdictional authorities including local, State, and Federal regulations.

   b. Contractor shall conduct fungal growth assessment surveys during which building areas are inspected, moisture content readings are recorded, and air samples and samples of suspected fungal growth are collected for lab analysis.

   c. Contractor shall submit progress reports to the Board's Project Manager, or designee. These comprehensive reports shall be made after evaluating all data, observations, and findings. The report is to include possible health effects, exposure potentials, medical conditions or any other factors that may predispose some exposed persons to become targets for infection, as well as, preventative maintenance activities and abatement protocols, as necessary. Frequency of reports shall be determined by the Board's Project Manager, or designee.

EXHIBIT A
Page 2 of 3

SCOPE OF WORK (continued)

d. Contractor shall attend meetings on an as needed basis, as determined by the Board's Project Manager, or designee.

7. Services shall be provided during, the hours of 6:00 am and 8:00 pm, Monday - Friday, except state holidays.

8. Due to the nature of the agreement, the Board reserves the right to amend the Scope of Work upon mutual written consent by the Board and the Contractor.

9. The term of this agreement may be amended by the Board.

10. The resumes of Contractor and staff involved with collection of data shall be attached and made a part of this contract.

11. Contractor shall inspect records/documents according to the following guidelines:

PROTOCOL FOR INSPECTION

The following procedures are to be followed for the purpose of inspecting and relocating all relevant records/documents from the 22nd, 23rd, 24th floors and other designated locations from within the BOE building located at 450 N Street in Sacramento, California.

1) All records/documents shall be visually inspected to ensure that there is no evidence of visible water staining/damage, excess dust, fungal growth, and/or odors commonly associated with fungal growth.

2) All records/documents currently stored in boxes shall be removed from said boxes and inspected per Step 1. If such records/documents showed no evidence of the criteria set forth in Step 1, they will be placed into new boxes provided by BOE.

3) All records/documents currently on desks/cubicles/open shelves or otherwise uncovered shall be inspected per Step 1. If such records/documents showed no evidence of the criteria set forth in Step 1, they will be placed into new boxes provided by BOE.

4) All records/documents currently stored in file cabinets/enclosed shelving shall be inspected per Step 1. If such records/documents showed no evidence of the criteria set forth in Step 1, they will be placed into new boxes provided by BOE.

5) All boxes containing records/documents approved for removal from these two floors shall each have an Inspection Checklist attached. Each Checklist shall be signed by the Industrial Hygienist responsible along with the date and time the box was inspected.

EXHIBIT A
Page 3 of 3

SCOPE OF WORK (continued)

6) Once the approved boxes have been sealed, they shall be brought to the freight elevator by an approved third party contractor, which will then be received by BOE representative for distribution to the appropriate parties.

7) All records/documents/other items that were previously taken from these three floors and out of the building shall be brought to a central location in the building to be inspected using the same criteria. All other records/documents that were taken to other floors within the building shall be identified and remain at those locations to be inspected in place.

8) All records/documents that do not satisfy any or all of the criteria set forth shall be removed and placed in a temporary location on each floor. Actions to be taken in regards to these records/documents are to be determined.

9) All such work is to be performed by or under the direction of an American Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist (CIH).

Board Responsibilities:

The responsibilities of Board staff members throughout this project include, but are not limited to, the following:

a. Provide project management to support the Contractor.

b. Secure conference rooms for meetings and focus group sessions, as needed.

c. Provide access to business and technical staff as required.

d. Provide access to administrative supplies as necessary.

e. Notify the Contractor if service level objectives are not being met.

f. Participate in status meetings and formal presentations, as agreed upon.

g. Approve invoices and ensure that payments are made in a timely manner.

h. Review and approve contract deliverables in a timely manner.

EXHIBIT B
Page 1 of 2

BUDGET DETAIL AND PAYMENT PROVISIONS

1. RATES: The cost for these services shall be as follows:

   Hourly rates shall be charged per rates as described on Attachment B. (See Exhibit B, Attachment A)

Travel Expenses:

Travel expense invoices shall be submitted on a monthly basis in arrears referencing the contract number (#07-116). All travel expense invoices shall be approved by the Project Coordinator, or designee. Travel expense invoices shall be itemized and include copies of receipts where indicated below:

Lodging: Contractor should obtain overnight accommodations at the state rate of $84.00 plus tax. Lodging in excess of the state rate must include a written justification and be approved by the project coordinator, or designee. All travel invoices for lodging claims must include receipts.

Mileage: Personal vehicle mileage reimbursement rate shall be 48.5 cents per mile. Mileage cannot be claimed for air miles or public ground transportation (common carrier).

Airfare: Airfare shall be reimbursed at the actual rate. Invoices for airfare shall include a copy of the receipt for airfare, or airline ticket.

Meals and Incidentals: Invoices shall be itemized to include per diem. Meals and incidentals shall be reimbursed at the rates indicated below. Receipts are not required for meal and/or incidental reimbursement.

Maximum rate allowable in 24 hour period per person:

Breakfast..... $ 6.00
Lunch..... $ 10.00
Dinner..... $ 18.00
Incidentals..... $ 6.00

2. INVOICING AND PAYMENT: For services satisfactorily rendered and approved by the Board's Project Manager, or designee and upon receipt and approval of the invoices at a maximum of 30 days in arrears, the Board agrees to compensate the Contractor for actual expenditures.

   Invoices shall be itemized hourly by personnel classification, dates work performed, actual hours worked and materials.

   The Board may request supporting documentation to clarify charges on invoices.

EXHIBIT B
Page 2 of 2

BUDGET DETAIL AND PAYMENT PROVISIONS (Continue)

All invoices shall include the Agreement Number (#07-116) and be submitted in duplicate not more frequently than monthly in arrears to:

Board of Equalization
Accounting Section
450 N Street, MIC: 23
P. O. Box 942879
Sacramento, CA 94279-0023

3. BUDGET CONTINGENCY CLAUSE: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

4. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

EXHIBIT B
ATTACHMENT B

RATES

The following billing rates for labor are:

LABOR CHARGES

PROFESSIONAL CLASSIFICATION	BILLING RATE
Principal Scientist	$350.00 per hour
Expert Witness Testimony – Principal Scientist	$450.00 per hour
Staff Certified Industrial Hygienist (Americas and Europe)	$250.00 per hour
Staff Certified Industrial Hygienist (Asia and Africa)	$200.00 per hour
Industrial Hygiene Regional Manager	$175.00 per hour
Industrial Hygienist (Americas and Europe)	$125.00 per hour
Industrial Hygienist (Asia and Africa)	$ 80.00 per hour
Certified Asbestos Consultant	$125.00 per hour
Associate Industrial Hygienist/Certified Site Surveillance Technician	$ 95.00 per hour

NOTE: Note that expert witness fees are quoted upon request. The billing rates cited above apply to the first 12 hours worked by personnel between the hours of 6 a.m. through 8 p.m. per day, Monday through Friday.

EXHIBIT D
Page 1 of 2

SPECIAL TERMS AND CONDITIONS

1. EXCISE TAX: The State of California is exempt from Federal Excise Taxes, and no payment will be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. The State shall only pay for any State or local sales or use taxes on the services rendered or equipment supplied to the State pursuant to this Agreement.

2. POTENTIAL SUBCONTRACTORS: Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operations, which is designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided in writing to the Contractor by the State. The Contractor shall not, however, be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

   Contractor shall not issue any news releases or public relations item of any nature whatsoever regarding work performed under this contract without prior review of the contents thereof by the Board and receipt of the Board's written permission.

4. RIGHT TO TERMINATE: This Agreement is subject to cancellation by the State (in whole or part) upon thirty (30) days written notice. The State may cancel this Agreement without the thirty (30) day written notice if, in its opinion the State finds cause for immediate termination. The State shall also be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT D
Page 2 of 2

SPECIAL TERMS AND CONDITIONS (continued)

5. FORCE MAJEURE: Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

6. COMPUTER SOFTWARE COPYRIGHT LAWS: Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

7. OWNERHIP IN DATA: the State owns data filed with or collected by the Contractor in both hardcopy, electronic and internet formats. Data, in all forms, is the property of the State of California and copyrights, trademarks, service marks, or patents will not be filed that infringe or the exclusive ownership by the State. Contractor may use said data for possible publication with written approval of the Executive Director of the Board of Equalization or designee.

EXHIBIT E
Page 1 of 4

ADDITIONAL PROVISIONS

INSURANCE REQUIREMENTS:

Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outline in this section. No payments will be made under this contract until contractor fully complies with all requirements.

1. General Provisions Applying to All Policies

   a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.

   b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to State. New certificates of insurance are subject to the approval of the Department of General Services, and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this Contract.

   c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

   d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

   e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A-"with a financial category rating of no lower than VI. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

   f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

   g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

ADDITIONAL PROVISIONS (Continue)

h. Use of Subcontractors - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverage, and limits required of Contractor.

2. Contract Insurance Requirements

Contractor shall display evidence of the following on an Acord Certificate of Insurance evidencing the following coverage:

a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must name the State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract. This endorsement must be supplied under form CG20101185 or CG20371001 Form (B) or its equivalent and attached separately to the certificate of insurance.

b. Business Automobile Liability – Contractor shall maintain business automobile liability insurance with limits not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of $1,000,000 are required.

d. Environmental/Pollution Liability – Contractor shall maintain Pollution Liability insurance with limits not less than $1,000,000 per claim covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this contract. Coverage shall be provided for both work performed on site as well as proper disposal of hazardous materials.

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EXHIBIT E
Page 3 of 4

ADDITIONAL PROVISIONS (continued)

CONTRACTOR EVALUATION: In accordance with Public Contract Code 10369, within sixty (60) days after the completion of this Agreement, the Board shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services. The Board shall send a copy of the unsatisfactory evaluation to the Contractor within fifteen (15) working days of the completion of the evaluation.

STAFF EXPENSES: The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

CONFLICT OF INTEREST

A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

LICENSES AND PERMITS

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Board of Equalization a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the Board of Equalization a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

EXHIBIT E
Page 4 of 4

ADDITIONAL PROVISIONS (continued)

DISPUTES

Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally shall be decided by the following two-step procedure.

The Contractor must provide written notice of the particulars of such disputes to the Project Coordinator or his/her duly appointed representative. The Project Coordinator must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the Project Coordinator's decision, the Contractor may appeal to the second level. Pending the decision on appeal, the Contractor shall proceed diligently with the performance of this Agreement in accordance with the Project Coordinator's decision.

The second level appeal must indicate why the Project Coordinator's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Coordinator's response. This letter shall be sent to the Deputy Director of Administration Department, or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Coordinator's decision. Failure to submit an appeal within the period specified shall constitute a waiver of such right to an adjustment of this Agreement. The Deputy Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal.

HYGIENE

Hygiene Technologies International, Inc.

3625 Del Amo Boulevard, Suite 180
Torrance, California 90503-1643
(310) 370-8370
(310) 370-7026 FAX
www.hygienetech.com

BRIAN P. DALY, CIH, PE

ABIH-Certified Industrial Hygienist with degrees in Health Science, Environmental and Occupational Health. Experienced in the areas of industrial hygiene, safety engineering, chemical hazard assessment, microbial growth assessment, noise evaluation and control, indoor air quality, injury and illness prevention, health and safety training, and emergency response coordination. Professional responsibilities include identifying, evaluating and controlling stressors in varied occupational and domestic environments.

EDUCATION AND TRAINING

- Master of Science, Health Science, Environmental and Occupational Health, California State University, Northridge, California, 1983
- Bachelor of Science, Health Science, Environmental and Occupational Health, California State University, Northridge, California, 1978
- Hazardous Waste Operations and Emergency Response Training pursuant to Title 29, Code of Federal Regulations, Part 1910, Section 120, Environmental Training Associates, Costa Mesa, California, 1988

CERTIFICATIONS AND REGISTRATIONS

- Certified Industrial Hygienist, Comprehensive Practice, American Board of Industrial Hygiene, Number 3373, 1986
- Registered Professional Engineer, Safety, State of California, Number SF 3380, 1997

EXPERIENCE AND BACKGROUND

1998 - Present **Hygiene Technologies International, Inc., Torrance, California**
President

Manage a staff of industrial hygienists, safety professionals, engineers, environmental assessors, analytical chemists, microbiologists, asbestos consultants, and environmental health specialists. Provide technical direction during projects involving industrial hygiene, indoor air quality, fungal and bacterial growth assessment and abatement, safety engineering, environmental health issues, injury and illness prevention, accident investigation, site hazard assessment, asbestos-containing material identification and abatement consulting, lead hazard assessment and abatement, hazard communication, noise evaluation and control, confined space entry, gas testing, health and safety program and policy development, waste analysis, evaluation of ventilation systems and other engineering controls, assignment of personal protective equipment including respiratory protection, drinking water quality assessment, and emergency response coordination. Provide training on a variety of employee health and safety topics, such as hazard communication, accident investigation, OSHA regulations, confined space entry, respiratory protection, bloodborne pathogens, and hazardous waste operations.

EXPERIENCE AND BACKGROUND (CONTINUED)

1998 - Present (Continued) **Hygiene Technologies International, Inc., Torrance, California**
President

Provide assistance to clients in developing cost-effective engineering controls that will reduce the potential for injury and/or loss of property. Prepare Infection Control Risk Assessments (ICRA) in hospitals prior to construction and abatement work projects. Review and assist in drafting company policies, bid specifications, and site health and safety plans concerning geotechnical activities, soil excavation, and hazardous material/waste handling activities. Conduct training programs on varied topics including hazard communication, asbestos health hazards, noise and noise control, ionizing radiation, indoor air quality, and hazardous waste operations and emergency response.

Conduct and supervise fungal and bacterial growth assessment and exposure surveys, primarily in buildings that have had known water intrusion events, such as those caused by window or roof leaks, groundwater seepage, plumbing failures, or sewage spills. Use direct-reading instruments to determine moisture content data in varying building materials. Collect surface samples from building materials to assess fungal and bacterial growth potentials, and air samples to determine concentrations of both viable and nonviable fungi, and viable bacteria. Identify microbes and assess health hazard potentials, identify the sources of water that are potentially attributable to the biological growth, develop abatement strategies, and establish appropriate engineering and personal protective equipment controls during any anticipated remediation work. Provide general consulting during abatement projects, and perform site surveillance, air monitoring, and surface sampling on such sites.

Provide expert witness consultation, deposition, and court testimony services in connection with industrial accidents and injuries, fungal and bacterial growth assessment, as well as chemical contamination in air, in liquids, and on solid surfaces. Cases have involved issues concerning hazardous waste, asbestos, fungal and bacterial growth, pesticides, methylene chloride and other hydrocarbon solvents, lead and welding fumes, oxygen-enriched atmospheres, ventilation systems, personal protective equipment, as well as accident reconstruction and fire incidents.

1987 - 1998 **EnviroHealth, Inc., Long Beach, California**
Technical Director

Performed environmental air monitoring and occupational health and safety surveys for the purposes of identifying, evaluating and controlling hazards in the workplace. Services included industrial hygiene evaluations, indoor air quality surveys, hazardous material/waste handling consulting, health and safety training, preparation of site health and safety plans, building hazard assessments, asbestos-containing building material identification surveys, asbestos abatement site surveillance and consulting, and hazardous material/waste emergency response coordination. Provided interpretations of exposures in light of OSHA, EPA, and other environmental and occupational health regulations and guidelines. Conducted training programs on varied topics including hazardous waste operations and emergency response, hearing conservation, hazard communication, asbestos health hazards, respiratory protection, and confined space entry. Provided assistance to clients in developing cost-effective engineering controls that reduced the potential for injury and/or loss of property.

EXPERIENCE AND BACKGROUND (CONTINUED)

1987 - 1998 **EnviroHealth, Inc., Long Beach, California**
(Continued) Technical Director

Conducted fungal and bacterial growth assessment and exposure surveys in buildings that have had known water intrusion events, such as those caused by window or roof leaks, groundwater seepage, plumbing failures, or sewage spills. Developed fungal growth abatement strategies and established appropriate engineering and personal protective equipment controls during anticipated remediation work. Provided project design and general consulting during abatement projects, and performed site surveillance, air monitoring, and surface sampling on such sites.

1984 – 1987 **IT Corporation, Cerritos, California**
Senior Industrial Hygienist

Provided industrial hygiene services on a consulting basis to clientele in varying industries. Conducted surveys designed to identify employee exposures to chemical substances such as welding fume, petroleum hydrocarbons, lead, inorganic acids, and asbestos. Also conducted surveys to determine worker exposures to noise, heat and other physical agents. Assisted clients in interpreting data in light of current OSHA, EPA, and other regulatory standards. Recommended control measures and conducted related health and safety training programs. Provided health and safety assistance to operating divisions of IT Corporation. Conducted industrial hygiene and safety surveys on sites associated with hazardous waste management. Provided on-site health and safety supervision and technical assistance for emergency response operations. Provided assistance regarding engineering controls and personal protective equipment. Responsibilities also included technical research, health and safety training instruction, and accident investigation.

1982 - 1984 **Argonaut Insurance Companies, Los Angeles, California**
Senior Loss Control Consultant

Assisted policyholders in developing and implementing continuing health and safety programs. Loss control activities included conducting industrial hygiene and safety surveys as well as presenting loss statistics and experience modification ratings to management. Consulted on OSHA regulations, hazardous material handling and storage, health hazards, and respiratory protection. Conducted training presentations on hazard communication, personal protective equipment, confined space entry, emergency action plans, fire protection equipment, accident investigation, and hearing conservation.

1980 - 1982 **Safety Engineering Laboratories, Chatsworth, California**
Safety Engineer

Consulted regarding a variety of health and safety matters including accident investigations involving machine guarding, product design, vehicular collisions, slips and falls, structural fires, chemical exposures, and use of personal protective equipment. Reviewed pertinent data in order to develop and draft comprehensive health and

EXPERIENCE AND BACKGROUND (CONTINUED)

1980 - 1982 **Safety Engineering Laboratories, Chatsworth, California**
(Continued) Safety Engineer

safety policies and programs for industrial clients. Trained personnel regarding hazardous material/waste handling and storage, care and use of personal protective equipment, machine operation and guarding, site inspection techniques, and accident prevention and investigation protocols.

PAPERS AND PRESENTATIONS

- "Reducing Workers' Compensation Claims and Costs in Your Company," panel speaker, presented in Irvine, California, National Business Institute, January, 2006
- "Industrial Hygiene in the United States: An Overview" presented in Beijing, China, HygieneTech Sponsored Forum, November, 2003
- "The Mold Challenge in California," panel speaker, presented in Los Angeles and Anaheim, National Business Institute, August, 2003
- "Fungal Growth: Assessment Strategies and Remedies" presented to insurance adjusters and abatement contractors in Los Angeles, Sacramento, and Fresno, May, 2002
- "Diesel Exhaust Exposure Potentials in Santa Ana Fire Stations" presented to Public Agency Safety Management Association (PASMA), Palm Springs, 1999
- "Fungal Growth: Is There a Problem?" presented to property managers and law firms in Los Angeles, San Francisco, and Sacramento, 1998, 1999, 2000, and 2001
- "Health and Safety Activities at Hazardous Waste Sites: An Overview" presented at the Department of Occupational Health, School of Public Health, Shanghai Medical University, Shanghai China; and at the Guangzhou Occupational Disease Prevention and Treatment Center, Guangzhou Industrial Hygiene Monitoring Station, Guangzhou, China, June, 1994
- "Health and Safety Programs at Selected Industrial Sites in Poland, Hungary, and Czechoslovakia" American Industrial Hygiene Association, Orange County Section, 1993
- "Noise and Noise Control" presented at Comprehensive Industrial Hygiene Certification Review Course, MBA, Inc., 1989 through 1994

PROFESSIONAL AFFILIATIONS

- American Industrial Hygiene Association, National and Southern California Sections
- American Industrial Hygiene Association, International Affairs Committee, Past Chair
- American Academy of Industrial Hygiene
- American Society of Safety Engineers, Long Beach Chapter
- International Occupational Hygiene Association

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KENNY K. HSI, CIH

ABIH-Certified Industrial Hygienist with a Master of Public Health degree in Environmental and Occupational Health. Responsibilities include identifying, evaluating, and controlling hazardous conditions in industrial and non-industrial environments.

EDUCATION AND TRAINING

- Master of Public Health, Environmental and Occupational Health, Loma Linda University, Loma Linda, California, 1996
- Bachelor of Science in Biology, University of California, Los Angeles, California, 1994
- Hazardous Waste Operations and Emergency Response Training pursuant to Title 29, Code of Federal Regulations, Part 1910, Section 120, EnviroHealth, Inc., 1997

CERTIFICATION

- Certified Industrial Hygienist, Comprehensive Practice, American Board of Industrial Hygiene, Number 8762, 2004

EXPERIENCE AND BACKGROUND

1998 - Present **Hygiene Technologies International, Inc., Upland, California**
Technical Director

Manage a staff of industrial hygienists that provide industrial hygiene and occupational safety services to clients in a variety of industries including aerospace, petroleum refining, manufacturing, environmental engineering, construction, building management, insurance, and utilities. Also provide and supervise industrial hygienists that perform indoor air quality studies in non-industrial environments, such as office buildings, health care facilities, and schools. Conduct and supervise surveys designed to identify employee exposures potentials to chemical substances such as petroleum hydrocarbons, aldehydes, lead and other metals, fibrous and nuisance dusts, pesticides, carbon monoxide and carbon dioxide, bioaerosols (bacteria and fungi) and allergens; as well as physical agents such as noise, air temperatures and relative humidity, and ionizing and non-ionizing radiation. Evaluate exposure data based on health hazard studies and provide interpretations of exposures in light of OSHA, EPA, and other environmental and occupational health regulations and guidelines. Recommend courses of action to control exposures and reduce the potential for injury, illness, and/or property loss. Such controls typically involve the use of local exhaust ventilation, work practice modification, and personal protective equipment in order to reduce exposure potentials. Conduct ventilation surveys involving laboratory hoods, paint spray booths, and other local and general ventilation systems. Provide assistance to clients in developing cost-effective engineering controls, which will reduce the potential for injury and/or loss of property.

EXPERIENCE AND BACKGROUND (CONTINUED)

1998 - Present (Continued): **Hygiene Technologies International, Inc., Upland, California**
Technical Director

Conduct and supervise fungal and bacterial growth assessment and exposure surveys, primarily in buildings that have had known water intrusion events, such as those caused by window or roof leaks, groundwater seepage, plumbing failures, or sewage spills. Use direct-reading instruments to determine moisture content data in varying building materials. Collect surface samples from building materials to assess fungal and bacterial growth potentials, and air samples to determine concentrations of both viable and nonviable fungi, and viable bacteria. Identify microbes and assess health hazard potentials, identify the sources of water that are potentially attributable to the biological growth, develop abatement strategies, and establish appropriate engineering and personal protective equipment controls during any anticipated remediation work. Provide project design and general consulting during abatement projects, and perform site surveillance, air monitoring, and surface sampling on such sites.

Perform safety audits in a variety of occupational environments, including manufacturing and plating shops, foundries, refineries, and material handling facilities. Audits typically involve a review of accident records, policies, and procedures; facility inspections in order to identify unsafe acts and conditions; and an evaluation of safety, chemical, and physical hazards. The primary concerns often include machine guarding, fire prevention, emergency evacuation procedures, storage of hazardous materials, work station design, industrial ventilation, lifting hazards, proper placement of emergency equipment, elevated platform safety, confined space entry, lockout/tagout programs, forklift safety, welding hazards, and use of personal protective equipment. All such information is compiled on Safety Inspection Report forms that include site observations, applicable regulatory citations, recommended action, and objective corrective action deadlines. All survey observations and data are evaluated as appropriate with respect to the OSHA General Industry Safety Orders, Construction Safety Orders, Tunnel Safety Orders, and other applicable U.S. or foreign regulations. Recommendations are provided concerning appropriate, cost-effective controls and work practice modifications designed to limit the potential for injury, illness, reduced productivity, and/or loss of property.

Perform environmental monitoring for hazardous materials/waste operations. Experienced in the use of combustible gas and oxygen indicators, photoionization detectors, flame ionization detectors and other direct-reading monitoring equipment. Develop site health and safety plans and act as site safety officer during hazardous waste site investigations and remediation projects. Perform inspections and conduct monitoring in connection with underground storage tank certification.

Conduct training programs on various health and safety topics including hazard communication, specific chemical hazards, confined space entry, laboratory safety, asbestos awareness, flammability hazards, hearing conservation, bloodborne pathogens, safe work practices, exposure guidelines, emergency response and site control, respiratory protection, personal protective clothing, medical surveillance, and decontamination procedures.

Provide expertise in the area of industrial and environmental noise evaluation and control. Perform research and update toxicological, analytical and regulatory databases. Provide technical direction for field activities. Prepare industrial hygiene and environmental air monitoring reports, as well as peer-review other such documents for technical accuracy and completeness.

EXPERIENCE AND BACKGROUND (CONTINUED)

1997 - 1998 **EnviroHealth, Inc., Lakewood, California**
Industrial Hygienist

Provided industrial hygiene and occupational safety services to clients in a variety of industries. Performed indoor air quality studies in non-industrial environments. Conducted surveys designed to identify employee exposures potentials to chemical substances such as petroleum hydrocarbons, aldehydes, lead and other metals, fibrous and nuisance dusts, pesticides, carbon monoxide and carbon dioxide, and bioaerosols; as well as physical agents such as noise, air temperatures and relative humidity, and ionizing and non-ionizing radiation. Evaluated exposure data, provided interpretations of exposures in light of applicable regulations and guidelines, and recommended courses of action to control exposures and reduce the potential for injury, illness, and/or property loss. Conduct ventilation surveys involving laboratory hoods, paint spray booths, and other local and general ventilation systems. Provided assistance to clients in developing cost-effective engineering controls. Performed safety audits in a variety of occupational environments. Evaluated safety, chemical, and physical hazards, as well as recommended engineering controls. Performed environmental monitoring for hazardous materials/waste operations. Experienced in the use of combustible gas and oxygen indicators, photoionization detectors, flame ionization detectors and other direct-reading monitoring equipment. Developed site health and safety plans and acted as site safety officer during hazardous waste site investigations and remediation projects. Performed inspections and conduct monitoring in connection with underground storage tank certification and removal.

1996 - 1997 **Marriott Desert Springs, Desert Springs, California**
Occupational Safety Consultant

Conducted safety inspections to determine State of California, Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) compliance with the Title 8 California Code of Regulations, General Industry Safety Orders. Reviewed accident records, policies, and procedures to identify unsafe acts and conditions. Recommended courses of action to correct the unsafe acts or conditions. Developed various health and safety programs.

1996 **San Bernardino County Department of Health, San Bernardino, California**
Assistant Epidemiological Investigator

Assisted in the investigation into a reported food-borne contamination outbreak. Collected all data through telephone and in-person interviews. Performed statistical analyses of data to determine possible disease agent(s) and/or vector(s).

PROFESSIONAL AFFILIATIONS

- American Industrial Hygiene Association, National and Orange County Sections

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WESLEY B. FREY

Industrial hygienist possessing a Bachelor of Science degree in Environmental and Occupational Health with an emphasis in industrial hygiene and hazardous materials. Professional responsibilities include identifying, evaluating, and controlling stressors in varied occupational and non-occupational environments.

EDUCATION AND CERTIFICATIONS

- Bachelor of Science in Environmental and Occupational Health, California State University Northridge, Northridge, California, 2002
- Certificate, Hazardous Waste Management, California State University, Northridge, California, 2002
- Hazardous Waste Operations and Emergency Response Training pursuant to Title 29, Code of Federal Regulations, Part 1910, Section 120, HygieneTech, 2002

EXPERIENCE AND BACKGROUND

2002 - Present **Hygiene Technologies International, Inc., Sacramento, California**
Industrial Hygiene Regional Manager

Provide and supervise industrial hygiene services to clients in a variety of industries including aerospace, petroleum refining, manufacturing, environmental engineering, construction, building management, insurance, and utilities. Also provide these services and perform indoor air quality studies in non-industrial environments such as office buildings, health care facilities, and schools. Conduct surveys designed to identify employee exposures potentials to chemical substances such as petroleum hydrocarbons, formaldehyde, ozone, nitrogen dioxide, lead and other metals, asbestos, fibrous and nuisance dusts, carbon monoxide and carbon dioxide, and bioaerosols. Monitor employee exposures to physical agents such as noise, air temperatures and relative humidity, and ionizing and non-ionizing radiation. Evaluate exposure data based on health hazard studies and provide interpretations of exposures in light of OSHA, EPA, and other environmental and occupational health regulations and guidelines. Recommend courses of action to control exposures and reduce the potential for injury, illness, and/or property loss. Such controls typically involve the use of local exhaust ventilation, work practice modification, and personal protective equipment in order to reduce exposure potentials.

Perform environmental monitoring for hazardous material/waste operations. Experienced in the use of direct-reading monitoring equipment such as combustible gas and oxygen indicators, photo-ionization detectors, hydrogen sulfide and hydrogen cyanide monitors, heat stress monitors, and colorimetric gas detector tube

EXPERIENCE AND BACKGROUND (CONTINUED)

2002 - Present (Continued) — **Hygiene Technologies International, Inc., Sacramento, California**
Industrial Hygiene Regional Manager

samplers. Develop site health and safety plans, and act as site safety officer during remediation projects. Perform air monitoring surveys at sites where hazardous atmospheres are known or suspected to exist.

Conduct fungal and bacterial growth assessment and exposure surveys, primarily in buildings that have had known water intrusion events, such as those caused by window or roof leaks, groundwater seepage, plumbing failures, or sewage spills. Use direct-reading instruments to determine moisture content data in varying building materials. Collect surface samples from building materials to assess fungal and bacterial growth potentials, and air samples to determine concentrations of both viable and nonviable fungi, and viable bacteria. Identify microbes and assess health hazard potentials, identify the sources of water that are potentially attributable to the biological growth, develop abatement strategies, and establish appropriate engineering and personal protective equipment controls during any anticipated remediation work. Provide project design and general consulting during abatement projects, and perform site surveillance, air monitoring, and surface sampling on such sites.

Perform safety audits in a variety of occupational environments, including manufacturing and plating shops, foundries, refineries, and material handling facilities. Audits typically involve a review of accident records, policies, and procedures; facility inspections in order to identify unsafe acts and conditions; and an evaluation of safety, chemical, and physical hazards. The primary concerns often include machine guarding, fire prevention, emergency evacuation procedures, storage of hazardous materials, work station design, industrial ventilation, lifting hazards, proper placement of emergency equipment, elevated platform safety, confined space entry, lockout/tagout programs, forklift safety, welding hazards, and use of personal protective equipment. All such information is compiled on Safety Inspection Report forms that include site observations, applicable regulatory citations, recommended action, and objective corrective action deadlines. All survey observations and data are evaluated as appropriate with respect to the OSHA General Industry Safety Orders, Construction Safety Orders, Tunnel Safety Orders, and other applicable U.S. or foreign regulations. Recommendations are provided concerning appropriate, cost-effective controls and work practice modifications designed to limit the potential for injury, illness, reduced productivity, and/or loss of property.

Conduct training programs on various health and safety topics including hazard communication, specific chemical hazards, confined space entry, laboratory safety, asbestos awareness, involving flammability hazards, hearing conservation, safe work practices, exposure guidelines, respiratory protection, personal protective clothing, medical surveillance, and decontamination procedures.

PROFESSIONAL AFFILIATIONS

- American Industrial Hygiene Association, National

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YONAS TAYE

Industrial hygienist with degrees in Environmental and Occupational Health. Experienced in the areas of industrial hygiene, asbestos surveys, hazard assessments, abatement monitoring, supervision, and project management, lead-based paint surveys, reports and hazard assessment, fungal growth and exposure assessment, indoor air quality, food safety, and hazard communication. Professional responsibilities include identifying, evaluating, and controlling stressors in varied occupational and non-occupational environments.

EDUCATION AND TRAINING

- Bachelor of Science, Environmental and Occupational Health, California State University, Northridge, California, 2001
- Hazardous Waste Operations and Emergency Response Training pursuant to Title 29, Code of Federal Regulations, Part 1910, Section 120, Hygiene Technologies International, Inc., 2007

CERTIFICATIONS AND REGISTRATIONS

- Cal/OSHA Certified Asbestos Consultant No. 05-3805
- Cal/DHS Certified Lead Inspector/Assessor No. 12309
- Cal/DHS Registered Environmental Health Specialist No. 7115

EXPERIENCE AND BACKGROUND

2007 - Present **Hygiene Technologies International, Inc., Torrance, California**
Industrial Hygienist

Provide industrial hygiene and occupational safety services to clients in a variety of manufacturing, utility, and construction settings. Conduct surveys designed to identify exposures to chemical substances and physical agents. Evaluate exposure data based on health hazard studies and provide interpretations in light of OSHA, EPA, and other environmental and occupational health regulations and recommendations. Also provide these services and perform indoor air quality studies in non-industrial environments such as office buildings, health care facilities, and schools.

EXPERIENCE AND BACKGROUND (CONTINUED)

2007 - Present (Continued) — **Hygiene Technologies International, Inc., Torrance, California**
Industrial Hygienist

Recommend courses of action to control exposures and reduce the potential for injury, illness, and/or property loss. Such controls typically involve the use of local exhaust ventilation, work practice modification, or personal protective equipment in order to reduce exposure potentials. Experienced in the use of direct-reading monitoring equipment such as combustible gas and oxygen indicators, photoionization detectors, and colorimetric gas detector tube samplers. Perform air-monitoring surveys at sites where hazardous atmospheres are known or suspected to exist.

Conduct fungal and bacterial growth assessment and exposure surveys, primarily in buildings that have had known water intrusion events, such as those caused by window or roof leaks, groundwater seepage, plumbing failures, or sewage spills. Use direct-reading instruments to determine moisture content data in various building materials. Collect surface samples from building materials to assess fungal and bacterial growth potentials, and air samples to determine concentrations of both viable and nonviable fungi, and viable bacteria. Identify microbes and assess health hazard potentials, identify the sources of water that are potentially attributable to the biological growth, develop abatement strategies, and establish appropriate engineering and personal protective equipment controls during any anticipated remediation work. Provide project design and general consulting during abatement projects, and perform site surveillance, air monitoring, and surface sampling.

Conduct asbestos surveys and hazard assessment in residential, commercial and industrial settings. Performed asbestos abatement oversight, supervision, project management, air monitoring, and post abatement clearance inspections. Performed lead-based paint surveys, risk assessment, clearance inspections, and provide recommendations at various environmental settings. Evaluate exposure data to asbestos and lead-based paint and recommend the appropriate courses of action to control exposures and reduce the potential for injury and illness.

Perform safety audits in a variety of occupational environments, including manufacturing and plating shops, foundries, refineries, and material handling facilities. Audits typically involve a review of accident records, policies, and procedures; facility inspections in order to identify unsafe acts and conditions; and an evaluation of safety, chemical, and physical hazards. The primary concerns often include machine guarding, fire prevention, emergency evacuation procedures, storage of hazardous materials, work station design, industrial ventilation, lifting hazards, proper placement of emergency equipment, elevated platform safety, confined space entry, lockout/tagout programs, forklift safety, welding hazards, and use of personal protective equipment. All such information is compiled on Safety Inspection Report forms that include site observations, applicable regulatory citations, recommended action, and objective corrective action deadlines. All survey observations and data are evaluated as appropriate with respect to the OSHA General Industry Safety Orders, Construction Safety Orders, Tunnel Safety Orders, and other applicable U.S. or foreign regulations. Recommendations are provided concerning appropriate, cost-effective controls and work practice modifications designed to limit the potential for injury, illness, reduced productivity, and/or loss of property.

EXPERIENCE AND BACKGROUND (CONTINUED)

2007 - Present (Continued) **Hygiene Technologies International, Inc., Torrance, California**
Industrial Hygienist

Conduct training programs on various health and safety topics including hazard communication, specific chemical hazards, confined space entry, laboratory safety, asbestos awareness, flammability hazards, hearing conservation, safe work practices, exposure guidelines, respiratory protection, personal protective clothing, and medical surveillance.

2001 - 2006 **CITY Environmental Services, Inc., Los Angeles, California**
Industrial Hygienist

Conducted asbestos surveys and hazard assessment in residential, commercial and industrial settings. Performed asbestos abatement oversight, supervision, project management, air monitoring, and post abatement clearance inspections. Performed lead-based paint surveys, risk assessment, clearance inspections, and provide recommendations at various environmental settings. Evaluated exposure data to asbestos and lead-based paint and recommend the appropriate courses of action to control exposures and reduce the potential for injury and illness. Experienced in the use of X-Ray Florescence Analyzer to evaluate the presence of lead-based paint.

Conducted fungal growth assessment and exposure surveys, primarily in buildings that have had known water intrusion events, such as those caused by window or roof leaks, groundwater seepage, or plumbing failures. Used direct-reading instruments to determine moisture content data in various building materials. Collected surface samples from building materials to assess fungal and bacterial growth potentials, and air samples to determine concentrations of both viable and nonviable fungi. Identified microbes and assessed health hazard potentials, identified the sources of water that were potentially attributable to the biological growth, developed abatement strategies, and established appropriate engineering and personal protective equipment controls during any anticipated remediation work. Provided project design and general consulting during abatement projects, and perform site surveillance, air monitoring, and surface sampling.

2000 **Los Angeles County Department of Health Services**
Intern - Environmental Health

Observed inspections of food establishments, housing, and coin laundries to insure compliance with state and local laws and regulations. Observed investigation of complaints concerning the infestation of rodents and insects, and improper disposal of garbage, rubbish, and sewage. Observed restaurant re-inspection for food borne illness and cross-connection inspection.

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BREANNE R. PUFF

Industrial Hygienist possessing a Bachelor of Arts degree in Environmental Analysis and Design. Experienced in microbial growth and exposure, noise evaluation and control, hazard communication, injury and illness prevention, and indoor air quality investigation. Professional responsibilities include identifying, evaluating, and controlling stressors in a broad spectrum of occupational and non-occupational environments.

EDUCATION AND TRAINING

- Bachelor of Arts, Environmental Analysis and Design, University of California, Irvine, 2006
- Hazardous Waste Operations and Emergency Response Training pursuant to Title 29, Code of Federal Regulations, Part 1910, Section 120, HygieneTech, 2006

EXPERIENCE AND BACKGROUND

2006 - Present **Hygiene Technologies International, Inc., Chatsworth, California**
Industrial Hygienist

Provide industrial hygiene and occupational safety services to clients in a variety of manufacturing, utility, and construction settings. Conduct surveys designed to identify exposures to chemical substances and physical agents. Evaluate exposure data based on health hazard studies and provide interpretations in light of OSHA, EPA, and other environmental and occupational health regulations and recommendations. Also provide these services and perform indoor air quality studies in non-industrial environments such as office buildings, health care facilities, and schools.

Recommend courses of action to control exposures and reduce the potential for injury, illness, and/or property loss. Such controls typically involve the use of local exhaust ventilation, work practice modification, or personal protective equipment in order to reduce exposure potentials. Experienced in the use of direct-reading monitoring equipment such as combustible gas and oxygen indicators, photo-ionization detectors, and colorimetric gas detector tube samplers. Perform air-monitoring surveys at sites where hazardous atmospheres are known or suspected to exist. Develop site health and safety plans, and act as site safety officer during remediation projects. Perform air-monitoring surveys at sites where hazardous atmospheres are known or suspected to exist.

Conduct fungal and bacterial growth assessment and exposure surveys, primarily in buildings that have had known water intrusion events, such as those caused by window or roof leaks, groundwater seepage, plumbing failures, or sewage spills. Use direct-reading instruments to determine moisture content data in various building materials. Collect surface samples from building materials to assess fungal and bacterial growth

EXPERIENCE AND BACKGROUND (CONTINUED)

2006 - Present (Continued) **Hygiene Technologies International, Inc., Chatsworth, California**
Industrial Hygienist

potentials, and air samples to determine concentrations of both viable and nonviable fungi, and viable bacteria. Identify microbes and assess health hazard potentials, identify the sources of water that are potentially attributable to the biological growth, develop abatement strategies, and establish appropriate engineering and personal protective equipment controls during any anticipated remediation work. Provide project design and general consulting during abatement projects, and perform site surveillance, air monitoring, and surface sampling.

Perform safety audits in a variety of occupational environments, including manufacturing and plating shops, foundries, refineries, and material handling facilities. Audits typically involve a review of accident records, policies, and procedures; facility inspections in order to identify unsafe acts and conditions; and an evaluation of safety, chemical, and physical hazards. The primary concerns often include machine guarding, fire prevention, emergency evacuation procedures, storage of hazardous materials, work station design, industrial ventilation, lifting hazards, proper placement of emergency equipment, elevated platform safety, confined space entry, lockout/tagout programs, forklift safety, welding hazards, and use of personal protective equipment. All such information is compiled on Safety Inspection Report forms that include site observations, applicable regulatory citations, recommended action, and objective corrective action deadlines. All survey observations and data are evaluated as appropriate with respect to the OSHA General Industry Safety Orders, Construction Safety Orders, Tunnel Safety Orders, and other applicable U.S. or foreign regulations. Recommendations are provided concerning appropriate, cost-effective controls and work practice modifications designed to limit the potential for injury, illness, reduced productivity, and/or loss of property.

Conduct training programs on various health and safety topics including hazard communication, specific chemical hazards, confined space entry, laboratory safety, asbestos awareness, flammability hazards, hearing conservation, safe work practices, exposure guidelines, respiratory protection, personal protective clothing, and medical surveillance.

2005 - 2006 **ease e-waste, Santa Ana, California**
Environmental Management Coordinator

Designed and implemented an Injury and Illness Prevention Program and Hazardous Communication Program for an electronics recycling company.

2005 **Orange County Coast Keepers, Newport Beach, California**
Intern

Collected field data concerning the health of streams and other bodies of water; and analyzed the diversity of living organism within those streams. Assisted in various educational programs for local high schools.

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ALEX RAMIREZ

Industrial Hygienist possessing a Bachelor of Arts degree in Environmental Analysis and Design. Experienced in microbial growth and exposure, noise evaluation and control, hazard communication, injury and illness prevention, and indoor air quality investigation. Professional responsibilities include identifying, evaluating, and controlling stressors in a broad spectrum of occupational and non-occupational environments.

EDUCATION AND TRAINING

- Bachelor of Arts, Environmental Analysis and Design, University of California, Irvine, 2007
- Hazardous Waste Operations and Emergency Response Training pursuant to Title 29, Code of Federal Regulations, Part 1910, Section 120, HygieneTech, 2007

EXPERIENCE AND BACKGROUND

2007 - Present **Hygiene Technologies International, Inc., Torrance, California**
Industrial Hygienist

Provide industrial hygiene and occupational safety services to clients in a variety of manufacturing, utility, and construction settings. Conduct surveys designed to identify exposures to chemical substances and physical agents. Evaluate exposure data based on health hazard studies and provide interpretations in light of OSHA, EPA, and other environmental and occupational health regulations and recommendations. Also provide these services and perform indoor air quality studies in non-industrial environments such as office buildings, health care facilities, and schools.

Recommend courses of action to control exposures and reduce the potential for injury, illness, and/or property loss. Such controls typically involve the use of local exhaust ventilation, work practice modification, or personal protective equipment in order to reduce exposure potentials. Experienced in the use of direct-reading monitoring equipment such as combustible gas and oxygen indicators, photo-ionization detectors, and colorimetric gas detector tube samplers. Perform air-monitoring surveys at sites where hazardous atmospheres are known or suspected to exist.

Conduct fungal and bacterial growth assessment and exposure surveys, primarily in buildings that have had known water intrusion events, such as those caused by window or roof leaks, groundwater seepage, plumbing failures, or sewage spills. Use direct-reading instruments to determine moisture content data in

EXPERIENCE AND BACKGROUND (CONTINUED)

2007 - Present (Continued) **Hygiene Technologies International, Inc., Torrance, California**
Industrial Hygienist

various building materials. Collect surface samples from building materials to assess fungal and bacterial growth potentials, and air samples to determine concentrations of both viable and nonviable fungi, and viable bacteria. Identify microbes and assess health hazard potentials, identify the sources of water that are potentially attributable to the biological growth, develop abatement strategies, and establish appropriate engineering and personal protective equipment controls during any anticipated remediation work. Provide project design and general consulting during abatement projects, and perform site surveillance, air monitoring, and surface sampling.

Perform safety audits in a variety of occupational environments, including manufacturing and plating shops, foundries, refineries, and material handling facilities. Audits typically involve a review of accident records, policies, and procedures; facility inspections in order to identify unsafe acts and conditions; and an evaluation of safety, chemical, and physical hazards. The primary concerns often include machine guarding, fire prevention, emergency evacuation procedures, storage of hazardous materials, work station design, industrial ventilation, lifting hazards, proper placement of emergency equipment, elevated platform safety, confined space entry, lockout/tagout programs, forklift safety, welding hazards, and use of personal protective equipment. All such information is compiled on Safety Inspection Report forms that include site observations, applicable regulatory citations, recommended action, and objective corrective action deadlines. All survey observations and data are evaluated as appropriate with respect to the OSHA General Industry Safety Orders, Construction Safety Orders, Tunnel Safety Orders, and other applicable U.S. or foreign regulations. Recommendations are provided concerning appropriate, cost-effective controls and work practice modifications designed to limit the potential for injury, illness, reduced productivity, and/or loss of property.

Conduct training programs on various health and safety topics including hazard communication, specific chemical hazards, confined space entry, laboratory safety, asbestos awareness, flammability hazards, hearing conservation, safe work practices, exposure guidelines, respiratory protection, personal protective clothing, and medical surveillance.

2007 **Orange County Coast Keepers, Newport Beach, California**
Intern

Collected field data concerning the health of streams and other bodies of water; and analyzed the diversity of living organism within those streams. Assisted in various educational programs for local high schools.

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER	AMENDMENT NUMBER
07-116	

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME: Hygiene Technologies International, Inc.
2. FEDERAL I.D. NUMBER: 33-0827612
3. AGENCY TRANSMITTING AGREEMENT: Board of Equalization
4. DIVISION, BUREAU, OR OTHER UNIT: Administration
5. AGENCY BILLING CODE: 024000
6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT: Luella Vaughn
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
   [X] NO ☐ YES (*If YES, enter prior contractor name and Agreement Number*)
8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
   Fungal Growth Assessment
9. AGREEMENT OUTLINE *(Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)*

The purpose of this contract is for the Contractor to assess and inspect various documents, boxes and any other equipment including but not limited to desks, computers, etc., that may or may not contain fungal growth at the Board's office location on various floors.

10. PAYMENT TERMS *(More than one may apply.)*
   ☐ MONTHLY FLAT RATE ☐ QUARTERLY ☐ ONE-TIME PAYMENT ☐ PROGRESS PAYMENT
   ☐ ITEMIZED INVOICE ☐ WITHHOLD ____ % ☐ ADVANCED PAYMENT NOT TO EXCEED
   ☐ REIMBURSEMENT/REVENUE $ ____ or ____ %
   [X] OTHER (*Explain*) Upon receipt of deliverables

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General	0860-001-0001	07-08	171	2007	936,000.00

OBJECT CODE	PROGRAM CODE 9005	AGREEMENT TOTAL	$ 936,000.00
OPTIONAL USE		AMOUNT ENCUMBERED BY THIS DOCUMENT $ 936,000.00	
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.		PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $ .00	
ACCOUNTING OFFICER'S SIGNATURE S Kennedy	DATE SIGNED 12/27/07	TOTAL AMOUNT ENCUMBERED TO DATE $ 936,000.00	

12.

AGREEMENT	TERM From	TERM Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	10/05/07	06/30/08	$ 936,000.00	Exempt
Amendment No. 1			$	
Amendment No. 2			$	
Amendment No. 3			$	
		TOTAL	$ 936,000.00	

(continue)

STATE OF CALIFORNIA
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13. BIDDING METHOD USED:

[ ] REQUEST FOR PROPOSAL (RFP) *(Attach justification if secondary method is used)*
[ ] INVITATION FOR BID (IFB)
[ ] USE OF MASTER SERVICE AGREEMENT
[ ] SOLE SOURCE CONTRACT *(Attach STD. 821)*
[X] EXEMPT FROM BIDDING *(Give authority for exempt status)*
[ ] OTHER *(Explain)* MM03-10

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
Price is comparable to Industrial hygienist Specialists services

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

[ ] Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
[X] Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:
(b)(3) The services contract are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience and ability are not available through the civil service system.

18. FOR AGREEMENTS IN EXCESS OF $5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?
[ ] NO [X] YES [ ] N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?
[ ] NO [X] YES [ ] N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?
[ ] NO [ ] YES NONE ON FILE [X] N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A CONTRACTOR CERTIFICATION CLAUSES
[ ] NO [X] YES [ ] N/A

B. STD. 204, VENDOR DATA RECORD
[ ] NO [X] YES [ ] N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED
[ ] NO [ ] YES [X] N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

[x] NO *(Explain below)*
[ ] YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

[ ] Good faith effort documentation attached if 3% goal is not reached
[ ] We have determined that the contractor has made a sincere good faith effort to meet the goal

Explain:

This is an Emergency Contract and is exempt from DVBE requirements

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?
[X] NO [ ] YES *(Indicate Industry Group)* _____

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*
[X] NO [X] YES

This is a highly specialized service and the time it takes to complete the assignment may take longer than a year. This project needs to be flexible with the timeframe based in the special needs and services to be performed.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE: Roberta F. Hinchman, Contract Manager

DATE SIGNED: 12-31-07

Department of General Services
Procurement Division

For PD Use only
Log #:

NOTICE OF CONTRACT AWARD

Pursuant to Management Memo 03-10, submit when using CMAS/Master Agreement for the following contracts: IT goods/services >$250,000 to $500,000 and in addition, submit approved exemption with Master Agreements >$500,000. Submit within five (5) days of contract award. Attach a copy of the awarded contract. Submit this form for reporting to DGS **ALL** DGS approved non-IT goods and IT goods and services NCB's. Non-IT service NCB's do not need to be reported on this form, except for emergencies.

Reporting Department Information	
Department: Board of Equalization, 450 N Street, MIC 24, P. O. Box 942879, Sacramento, CA 94279-0024	
Contact Name: Luella Vaughn	E-mail: Luella.Vaughn@boe.ca.gov
Telephone: (916)322-8556	Fax: (916)322-3184
Required Contractor Information	
Contractor Name: Hygiene Technologies International, Inc.	Contract Amount: $936,000.00
Contractor Address: 3625 Del Amo Blvd., Suite 180, Torrance, CA 90503-1643	Certified Small Business: ( ) Yes (X) No DVBE: ( )Yes (X)No

Provide a brief description of the required acquisition, including all the services the contractor will provide:

1. Contractor agrees to provide to the Board of Equalization, (Board) assessment of fungal growth in building and any records/documents as described herein.

Explain if this is an emergency purchase or how the supplier is the only source for the acquisition and reference the PCC that applies: (i.e., 12102, 10301/10302, or 10340)

Contract was deemed an emergency per Government Code section 14970 et seq. as a result of the circumstances that precipitated the evacuation of the 22nd, 23rd, and 24th floors of the BOE headquarters building.

Determination of State Emergency letter is attached

Contract Type and Term

Contract Type: (select one) ( ) Non-IT Goods ( ) IT Goods ( ) IT Service ( ) IT Goods/Services

Contract Term:
From: 10-5-07 To: 6-30-08

Explain late submittal below:

Offer/Award Information

Other Offers Received:

Supplier:	Supplier:
Telephone: ( ) Offer: $	Telephone: ( ) Offer: $

*DEPUTY DIRECTOR SIGNATURE	1/10/08 DATE	*EXECUTIVE DIRECTOR APPROVAL	1-10-08 DATE

Remit completed form with copy of contract to:

Procurement Division
One Time Acquisitions
707 Third Street, 2nd Floor
West Sacramento, CA 95605

*Not necessary if NCB approved and attached.

(Rev. 05/19/04)

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

ARNOLD SCHWARZENEGGER, GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

OCT 25

DETERMINATION OF STATE EMERGENCY

Board of Equalization Headquarters Building

Government Code section 14973

WHEREAS, on October 15, 2007 Will Bush, Director of the Department of General Services declared that a state emergency existed under Government Code section 14970 et seq. as a result of the circumstances that precipitated the evacuation of the 22nd, 23rd, and 24th floors of the Board of Equalization headquarters building located at 450 N Street, Sacramento, California; and

WHEREAS, pursuant to Government Code section 14972, the Director of the Department of General Services transmitted this declaration to the Director of Finance with the recommendation that the Director of Finance make a similar finding of emergency and allocate to the Board of Equalization such funds as currently exist, or which may be appropriated by the Legislature, to meet the emergency;

NOW, THEREFORE, I, Michael C. Genest, Director of the Department of Finance, pursuant to Government Code section 14973, concur in the declaration of Director Bush and determine that a state emergency exists and hereby authorize the Board of Equalization to expend funds based on estimates provided by the Department of General Services for immediate assessment and repair activities to resolve the circumstances that precipitated the evacuation of the aforementioned floors at the Board of Equalization headquarters building.

Michael C. Genest, Director
Department of Finance

October 19, 2007