

Agreement No. 12310-F23-D034

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BELFOR USA GROUP, INC.

This Agreement is entered into this 16th day of February, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and **BELFOR USA GROUP, INC.**, hereinafter called "Contractor."

* * *

WHEREAS, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, on January 2, 2023, the County Executive Officer, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency related to extreme and unprecedented rainfall and associated severe weather pursuant to Government code section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on January 4, 2023, pursuant to Government Code section 8630, until such time as the local emergency is terminated (the "Local Emergency"); and

WHEREAS, on January 4, 2023, the Governor of the State of California proclaimed a State of Emergency related to extreme and unprecedented rainfall and associated severe weather throughout the State of California; and

WHEREAS, in furtherance of the County's efforts to save lives and protect health and safety in response to the Local Emergency as declared by the state and local governments, the parties desire to enter into this agreement for the provision of the services described herein; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of emergency restoration and repair services in response to the declared emergency of the Late December 2022 / Early January 2023 Winter Storm.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C- CALIFORNIA PREVAILING RATE AND MATERIALS SCHEDULE FOR INVOICING

Attachment E – Emergency Agreement Provisions

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **One Million, Two Hundred thousand Dollars and Zero Cents** (\$1,200,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **January 11, 2023, through December 31, 2023.**

5. Termination

This Agreement may be terminated by Contractor or by the Deputy County Executive, Justin Mates or his designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability.....\$1,000,000

(b) Motor Vehicle Liability Insurance.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any

other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The

requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jas Sandhar / Procurement Manager
Address: 455 County Center, 4th Floor, Redwood City, CA 94063
Telephone: 650-363-4408
Email: jsandhar@smcgov.org

In the case of Contractor, to:

Name/Title: Gina Artis/Account Manager
Address: 2365 Industrial Parkway West, Hayward CA 94545
Telephone: 800-856-3333
Email: gina.artis@us.belfor.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

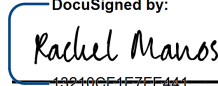
Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **BELFOR USA Group, Inc.**

<small>DocuSigned by:</small>  <small>192100F1E7FE441...</small>	<small>2/16/2023 2:03 PM PST</small>	<small>Rachel Manos GC</small>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Contractor will provide emergency restoration and repair services following the Late December 2022/ Early January 2023 Winter Storm Event. Emergency services may include storm cleanup and recovery, water extraction, mud removal, detail cleaning and demolition, property damage restoration and repairs in San Mateo County as affected by the Winter Storm 2022-2023.

Contractor shall furnish all labor, materials, tools, and equipment necessary to complete the emergency services safely and efficiently as directed by designated staff of the County's Emergency Operations Center. Rates are listed in Exhibit C.

Project Contact Info:

Gina Artis/Account Manager
BELFOR Property Restoration
2365 Industrial Parkway West, Hayward CA 94545
Office: 800-856-3333
Cell: 510-363-1294
gina.artis@us.belfor.co

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

BELFOR's CALIFORNIA PREVAILING RATE AND MATERIALS SCHEDULE will be the basis for all invoicing to County; except that if Contractor and the County's insurance carrier at the time of the loss have negotiated rates under a then-current master agreement, then such rates shall apply instead of the BELFOR CALIFORNIA PREVAILING RATE AND MATERIALS SCHEDULE provided the loss is a covered loss and such rates are applicable under Contractor's agreement with Owner's insurance carrier and such rates do not exceed BELFOR's CALIFORNIA PREVAILING RATE AND MATERIALS SCHEDULE.

Contractor will submit itemized invoices by the 10th business day for services rendered during the previous month, or more frequent as desired. Invoice will include Agreement Number, complete scope of work, specific work complete, location of work, and breakdown of charges. County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Invoices for the emergency tree care services are to be sent to ceo_ap_inbox@smcgov.org

CALIFORNIA PREVAILING RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)Effective Date: **January 2022**

§ I.

RATES AND INVOICE CONDITIONS		
CODE	ITEMIZED SCHEDULED LABOR CLASSIFICATIONS	REGULAR RATE / HR
PROJECT MANAGEMENT:		
APM	Assistant Project Manager	\$ 80.00
PM	Project Manager	\$ 119.00
PE	Project Estimator	\$ 129.00
SPM	Senior Project Manager	\$ 146.00
PC	Project Coordinator	\$ 178.00
GENERAL CLASSIFICATIONS:		
GL	General Labor	\$ 122.00
AA	Administrative Assistant	\$ 94.00
LF	Labor Foreman	\$ 132.00
MS	Mobilization Support	\$ 109.00
TD	Truck Driver	\$ 109.00
DMT	Demolition Technician	\$ 131.00
RCO	Resource Coordinator (Supply Technician)	\$ 127.00
PA	Project Auditor (Documentation Clerk)	\$ 99.00
EO	Equipment Operator	\$ 139.00
HSO	Health & Safety Officer	\$ 127.00
RESTORATION SERVICES (General):		
RT	Restoration Technician	\$ 134.00
RS	Restoration Supervisor	\$ 134.00
DT	Dehumidification Technician	\$ 134.00
MT	Mold Technician (Remediation Technician or Supervisor)	\$ 134.00
RECONSTRUCTION SERVICES:		
PT	Painter	\$ 127.00
DP	Drywall Installer/Finisher	\$ 139.00
CR	Carpenter (Framer/Finish)	\$ 139.00
TF	Trade Foreman (Commercial Supervision)	\$ 139.00
TECHNICAL SERVICES: (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold)		
TN	Technician	\$ 134.00
TS	Technical Specialist	\$ 134.00
TL	Team Leader	\$ 149.00
TMR	Technician, Machinery Rebuild	\$ 149.00
ENVIRONMENTAL SERVICES:		
HT	Hazmat/Asbestos Technician	\$ 126.00
HLT	Hazmat/Asbestos Lead Technician	\$ 134.00
HEO	Hazmat/Asbestos Equipment Operator	\$ 139.00
HS	Hazmat/Asbestos Supervisor	\$ 134.00
HPM	Hazmat/Asbestos Project Manager	\$ 149.00
CONSULTING SERVICES:		
CVP	President & Vice President	\$ 275.00
CSC	Senior Consultant	\$ 225.00
CCE	Consultant / Consulting Estimator	\$ 195.00
CWP	Clerk of the Works-Production Person	\$ 120.00
CAD	Administrative	\$ 75.00
COC	Outside Consultants	Actual Billing + 10%
CLG	Deposition, Legal Work, & Court Testimony	see section I.IV Consulting Expense \$ 400.00
CFE	Appraisal & Umpire fees	\$ 350.00

LABOR CALCULATION POLICY

The guidelines for labor invoicing are as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any scheduled shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday and Sunday will be at 1.5 times the regular hourly rate. All hours worked on Holidays (see §I.III Item 4 for recognized holidays) will be charged at 2 times the regular hourly rate. OT applies to all labor classifications regardless if salary or hourly.

§ 1.II **After Hours Emergency Services:** In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 5:00 p.m.-7:00 a.m.), 1.5 times the regular hourly rate will be charged.

CALIFORNIA PREVAILING RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)Effective Date: **January 2022****LABOR CONSIDERATIONS**

- 1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.
- § I. 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the regular hourly rate (no overtime) will be charged.
- § I.III 3). National holidays recognized by BELFOR for rate (not payroll) purposes are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- 4). The hourly Scheduled Labor rates will be charged portal to portal for all BELFOR personnel, labor subcontractors, and subcontractors fulfilling any Labor Classifications.
- 5). If a meeting is requested by the client that involves travel BELFOR will bill for travel expenses at documented cost plus 15%.

CONSULTING EXPENSES

- 1). Reproduction of actual drawings at actual cost
- 2). Automobile mileage at IRS approved rate, tolls at cost with receipts over \$25.00
- 3). Overnight mail is priced at \$14.70/small package, \$29.40/large package
- 4). Photographs at \$1.00 per picture for standard size
- § I.IV 5). Color copying at \$1.00 per page or actual cost if Kinko's or other service
- 6). Airfare, hotels, rental car rates and other travel expenses are billed at cost + 15%
- 7). Daily per diem rate at \$55.00 a day/based on (8) hour day
- Note:** *Fees for deposition and trial appearances are for a minimum eight-hour day @ \$300/hr for all consultants

SCHEDULED EQUIPMENT CHARGES (see § II.I Itemized Scheduled Equipment)

- 1). The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day.
- 2). Small Tools Charge: Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc..., which are provided by BELFOR but are not included in the Scheduled Equipment list will be charged at 3% of total labor charges for all hands-on personnel (EO, GL, LF, RT, RS, DTA, DC, DTL, DMT, DT, MT, PT, DP, CR, TN, TS, HT, HLT, HEO). Any specialty items purchased for a project may be charged as per Section IV.
- § II. 3). The Safety Equipment Packages (Personal Protection Equipment - PPE, Personal Fall Protection - PFP, and Personal Respiratory Protection - PRP) are inclusive of the reusable components of each package as well as any training, medical, or certification expenses related to their use. They do not include the disposable items within the Scheduled Consumables list.
- 4). During the course of performance of the work BELFOR may add additional equipment to the schedule.

SCHEDULED CONSUMABLES (see § III.I Itemized Scheduled Consumables)

- 1). Any scheduled consumables purchased locally where the unit price exceeds 80% of the rate, the item will be invoiced at documented cost plus Contractor's 10% Overhead / 10% Profit (21%).
- 2). During the course of performance of the work BELFOR may add additional consumables to the Rate Schedule.
- 3). BELFOR reserves the right to change the unit rate of scheduled consumables affected by market conditions.
- § III. 4). Scheduled consumables are charged on a "per unit" basis whether consumed by the unit or not.

VENDORS, UNSCHEDULED MATERIALS & UNSCHEDULED EQUIPMENT

- 1). Contractor's 10% overhead plus 10% profit (21%) will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.

REIMBURSABLES

- § IV. 1). Contractor's 15% mark-up will be added to the total of all reimbursables.
- 2). Standard per diem rates are \$68.75 per person per day (2019 GSA base rate). The 1.35 multiplier will be applied for NYC, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean (\$74.25). Per Diem will be charged for all traveling personnel in **§ I. Itemized Scheduled Labor Classification**. BELFOR charges this daily rate whether the per diem is paid directly to the person, is charged to BELFOR as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly.
- § V. 3). Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.
- 4). BELFOR shall be reimbursed for travel expenses (airfare, lodging, rental cars, per diem) for personnel at documented costs plus markup (see item 1).
- 5). Lodging will be charged in accordance with the published GSA lodging allowance in effect at the time of the stay (<https://www.gsa.gov/travel/plan-book/per-diem-rates/>) plus applicable fees and taxes. As is the case with the Federal Travel Regulations, actual expense reimbursement is allowed when the lodging allowance is insufficient to meet the necessary expenses.
- 6). An optional methodology for lodging charges is to apply a lodging allowance as follows: Lodging may be charged at the average nightly rate of up to three hotels that house project personnel (BELFOR and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

DOCUMENT DRYING AND RECOVERY SERVICES

- Freeze drying charges will range from \$45 to \$85 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.
- The above rates represent the charges for freeze drying only. Labor, equipment, materials and other document treatments performed will be billed in accordance with the rates herein and any project specific quotations.
- § VI. Other recovery service charges will be determined per job, based on the following relevant factors:
- | | | | | | |
|--------------------|-----------------------|----------------------------|-----------------------|----------------------|--------|
| * Nature of Damage | * Degree of soot/char | * Intended Use of Document | * Moisture Saturation | * Mold Contamination | * Odor |
|--------------------|-----------------------|----------------------------|-----------------------|----------------------|--------|
- Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

CAT CONSIDERATIONS (Based on Property Claim Services assigning a CAT Serial Number)

- 1). A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be CAT management, CAT office, admin support, warehousing, etc...

BILLING AND PAYMENT

- § VII. 1). Invoices generated in accordance with the BELFOR Rate and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there are any disputed charges on any invoice these should be clearly identified in writing within 30 days and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1% per month or 2) as specified in the terms and conditions of the applicable contract.
- § VIII. The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

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§ 11.1

ITEMIZED SCHEDULED EQUIPMENT ³

EQUIPMENT DESCRIPTION	UNIT	RATE
AIR MOVERS/COMPRESSORS/ACCESSORIES		
Air compressor, gas/electric	Ea / Day	\$ 45.00
Air compressor, tow behind	Ea / Day	\$ 143.00
Air movers/carpet blowers	Ea / Day	\$ 36.00
Octidry Bag or Direct it In (attachment)	Ea / Day	\$ 36.00
Injectidry Unit	Ea / Day	\$ 158.00
Manometer	Ea / Day	\$ 100.00
BLAST/POWER WASH UNITS		
Blasting Unit, Agri/Soda	Ea / Day	\$ 784.00
Dry Ice Blaster w/Accessories	Ea / Day	\$ 1,178.00
Soda Blaster	Ea / Day	\$ 1,169.00
Washer, High Pressure (cold)	Ea / Day	\$ 121.00
Washer, High Pressure (hot)	Ea / Day	\$ 151.00
CLEANING/VACUUMS/EXTRACTION		
Buffer, Floor	Ea / Day	\$ 45.00
Carpet Cleaning Machine	Ea / Day	\$ 91.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 173.00
Extraction Unit (portable)	Ea / Day	\$ 188.00
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 680.00
Floor cleaning system (walk behind)	Ea / Day	\$ 287.00
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 172.00
Ion Air Cleaning System	Ea / Day	\$ 57.00
Steam Cleaner (Trailer)	Ea / Day	\$ 294.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 76.00
Vacuum, HEPA	Ea / Day	\$ 110.00
Vacuum, Insulation Machine	Ea / Day	\$ 109.00
Vacuum, Upright, Wet/Dry or Canister	Ea / Day	\$ 42.00
Zip Poles, Set of 6	Ea / Day	\$ 33.00
LIGHTS		
Light, Balloon	Ea / Day	\$ 133.00
Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 188.00
Light, Wobble (37 inches)	Ea / Day	\$ 53.00
MISC.		
Heat Gun, Shrink Wrap	Ea / Day	\$ 91.00
Ride on Flooring Stripper (includes blades)	Ea / Day	\$ 1,452.00
Saw, Demo	Ea / Day	\$ 129.00
Saw, Kett	Ea / Day	\$ 43.00
X-Ray Dryer	Ea / Day	\$ 188.00
X-Ray Separation Tank	Ea / Day	\$ 565.00
ODOR CONTROL/DISINFECTION		
Fogger, Commercial	Ea / Day	\$ 136.00
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 48.00
Ozone Generator	Ea / Day	\$ 151.00
Smoke Machines (small)	Ea / Day	\$ 121.00
Vapor Shark	Ea / Day	\$ 48.00
POWER		
Electrical Distribution (Spider Box)	Ea / Day	\$ 91.00
Generator (portable)	Ea / Day	\$ 151.00
PUMPS		
Pump, Sump / Flood	Ea / Day	\$ 42.00
Pump, Trash with Hose, 2"	Ea / Day	\$ 168.00
DRYING/TEMP/HUMIDITY CONTROL		
Moisture Meter	Ea / Day	\$ 25.00
Camera, IR	Ea / Day	\$ 28.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	\$ 165.00
Dehumidification, Desiccant -500/600 cfm	Ea / Day	\$ 491.00
Dehumidification, Desiccant -2000/2250 cfm	Ea / Day	\$ 690.00
Dehumidification, Desiccant -3500 cfm	Ea / Day	\$ 1,216.00
Dehumidification, Desiccant -5000-6000 cfm	Ea / Day	\$ 1,647.00
Dehumidification, Desiccant -10000 / 12000 cfm	Ea / Day	\$ 2,587.00
Dehumidification, Desiccant -15000 cfm	Ea / Day	\$ 4,440.00
Dehumidification, Desiccant -25000 cfm	Ea / Day	\$ 7,027.00
Dehumidification/Cooling -1 Ton Spot Cooler	Ea / Day	\$ 196.00
Dehumidification/Cooling -DX Unit -20 / 30 ton	Ea / Day	\$ 1,568.00
Dehumidification/Cooling -DX Unit -60 / 70 Ton	Ea / Day	\$ 2,471.00
Dehumidification/Cooling - Chiller 100 to 400 Ton	Ton / Day	\$ 32.00
Dehumidification, Heater -20 kW	Ea / Day	\$ 194.00
Dehumidification, Heater -50 kW	Ea / Day	\$ 432.00
Dehumidification, Heater -100 kW	Ea / Day	\$ 589.00
Dehumidification, Heater -150 kW	Ea / Day	\$ 705.00
Dehumidification, Heater, Indirect Fired up to 500,000btu + fuel	Ea / Day	\$ 1,137.00
Heater, Electric -1500 watt	Ea / Day	\$ 19.00
Heater, Propane/Torpedo-direct fired + fuel	Ea / Day	\$ 67.00
Electrostatic Sprayer	Ea / Day	\$ 165.00

EQUIPMENT DESCRIPTION	UNIT	RATE
TRUCKS, VEHICLES, TRAILERS (rate does not include fuel)		
BELFOR Command Center	Ea / Day	\$ 605.00
Mobile Office	Ea / Day	\$ 79.00
Mobile Warehouse (Trailer Only)	Ea / Day	\$ 188.00
Trailer, Freezer	Ea / Day	\$ 182.00
Truck, Dump Service (Pickup Truck)	Ea / Day	\$ 116.00
Truck, Dump-Trip Charge	Ea / Day	\$ 182.00
Truck, Moving/Box/Board up	Ea / Day	\$ 188.00
Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	\$ 151.00
Vehicle, Pickup, SUV or Car	Ea / Day	\$ 84.00
Vehicle, Truck 1 Ton 4x4 Lift gate	Ea / Day	\$ 200.00
Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	\$ 136.00
DUMPSTERS & STORAGE		
Dumpster, 20 yd (max weight 4 Tons)	Per Load	\$ 666.00
Dumpster, 30 yd (max weight 6 Tons)	Per Load	\$ 847.00
Dumpster, 40 yd (max weight 8 Tons)	Per Load	\$ 1,029.00
BELFOR Pods 8'x7' 12' x 7'	Per Month	\$ 285.00
BELFOR Pods (set up & breakdown)	Per Pod	\$ 363.00
Storage Vaults	Per Month	\$ 152.00
ELECTRONICS / MECHANICAL		
Cart, Electronic Decontamination	Ea / Day	\$ 76.00
Cleaning Room, HEPA filtered	Ea / Day	\$ 1,184.00
Crane, A-Frame (1 ton)	Ea / Day	\$ 168.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 935.00
Decon Room	Per Project	\$ 624.00
DI Water System	Ea / Day	\$ 48.00
Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 84.00
Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 227.00
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 498.00
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 272.00
Gas Detector, ATI PortaSens II	Ea / Day	\$ 371.00
HEPA Filtered Hood	Ea / Day	\$ 187.00
HEPA Water Displacement Unit	Ea / Day	\$ 113.00
Oven, Convection Drying (ULT)	Ea / Day	\$ 529.00
Oven, Vacuum Drying	Ea / Day	\$ 754.00
Quality Control Kit, (scientific instruments)	Ea / Day	\$ 227.00
Reflectoquant Test Device	Ea / Day	\$ 124.00
Sealer, Vacuum	Ea / Day	\$ 330.00
Spray Booth with 2 sinks (portable)	Ea / Day	\$ 227.00
Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 99.00
Tool Handling Charge	Per Project	\$ 561.00
Ultrasonic Bath, Portable	Ea / Day	\$ 393.00
Ultrasonic Bath, Bench Top	Ea / Day	\$ 227.00
Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 4,072.00
Vacuum, Clean Room	Ea / Day	\$ 187.00
Wet Bench (portable)	Ea / Day	\$ 228.00
Workstation (table, chair, lights, ESD)	Ea / Day	\$ 30.00
ENVIRONMENTAL		
Cascade Breathing Air System	Ea / Day	\$ 206.00
Chemical Hose, Hazmat	Ea / Day	\$ 274.00
Confined Space Entry System	Ea / Day	\$ 250.00
Decontamination Shower/Filter	Ea / Day	\$ 175.00
Jerome Mercury Vapor Analyzer	Ea / Day	\$ 306.00
Mini-Rae (PID)	Ea / Day	\$ 218.00
MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 250.00
Personal Sample Pump	Ea / Day	\$ 35.00
Pump, Diaphragm 1", Hazmat	Ea / Day	\$ 250.00
Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 374.00
Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	\$ 175.00
Contained Breathing Apparatuses (SCBA-5Min)	Ea / Day	\$ 138.00
Trailer, Emergency Response, Hazmat	Ea / Day	\$ 374.00
HVAC		
HVAC, High Volume Tornado System	Ea / Day	\$ 116.00
HVAC, Mobile Resource Unit	Ea / Day	\$ 188.00
HVAC, Power and Manual Hand Tools	PP/Day	\$ 31.00
HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 55.00
HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 151.00
HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	\$ 237.00
HVAC Video / Tool Robotic Inspection System	Ea / Day	\$ 611.00
HVAC, Viper Duct Cleaning System	Ea / Day	\$ 55.00
SAFETY		
Personal Fall Protection (PPF)	PP / Day	\$ 10.00
Personal Protection Equipment (PPE)	PP / Day	\$ 6.00
Personal Respiratory Protection (PRP)	PP / Day	\$ 10.00
Respirator, PAPR	Ea / Day	\$ 100.00

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

ITEMIZED SCHEDULED CONSUMABLES ³

CONSUMABLE DESCRIPTION					UNIT	RATE	CONSUMABLE DESCRIPTION					UNIT	RATE	
BAGS						ELECTRONICS / MECHANICAL								
Bags, Environmental Trash Bags					Ea.	\$ 3.60	BELFOR-AC 14 Alkaline Cleaner 14					Gal	\$ 41.00	
Bags, Insulation Machine (Vacuum)					Ea.	\$ 37.00	BELFOR-AC 12 Alkaline Cleaner 12					Gal	\$ 56.00	
Bags, Trash (each)					3 mil \$ 1.00	6 mil \$ 2.00	BELFOR-CD 04-C Complex Deruster 04 C					Gal	\$ 88.00	
CLEANING-GENERAL						BELFOR-CD 13 Complex Deruster 13						Gal	\$ 139.00	
Disinfectant-Bioesque					Gal	\$ 50.00	BELFOR-EC 12 Electronics Cleaner					Gal	\$ 36.00	
BELFOR-All Natural Citrus Solvent Cleaner					Gal	\$ 41.00	BELFOR-ESL Label Protection Lacquer					Ounce	\$ 21.00	
BELFOR-All Purpose Cleaner					Gal	\$ 13.00	BELFOR-FC 10 Energized Cleaner					Gal	\$ 999.00	
BELFOR-All Purpose Spotter					Gal	\$ 28.00	BELFOR-GC General Cleaner					Gal	\$ 34.00	
BELFOR-Carpet Rinse & Neutralizer					Gal	\$ 22.00	BELFOR-HD 01 Hand Deruster 01					Gal	\$ 47.00	
BELFOR-CIF Citrofix Lemon Scent					Ounce	\$ 1.20	BELFOR-LP 40 Light Preserver 40					Gal	\$ 88.00	
BELFOR-Concentrated Odor Counteractant & Smoke Elim.					Gal	\$ 37.00	BELFOR-MPP Metal Polishing Paste					Ounce	\$ 19.00	
BELFOR-Extra Duty Cleaner Degreaser					Gal	\$ 21.00	BELFOR-NC CR Neutral Cleaner CR					Gal	\$ 149.00	
BELFOR-Glass Cleaner					Gal	\$ 10.00	BELFOR-NK One Step Cleaner and Preserver (electrical)					Pint	\$ 15.00	
BELFOR-Hand Cleaning Wipes					Tub	\$ 50.00	BELFOR-OC24 Organic Cleaner 24					Gal	\$ 56.00	
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector					Gal	\$ 37.00	BELFOR-OC62 Organic Cleaner 62					Gal	\$ 39.00	
BELFOR-Multi-Purpose Restroom Cleaner					Gal	\$ 17.00	BELFOR-O-SW Oil Black (Elect. Contacts Only)					Ounce	\$ 41.00	
BELFOR-Oil Preserver					Gal	\$ 56.00	BELFOR-PM Polish Milk					Ounce	\$ 6.60	
BELFOR-Quarry & Hard Tile Cleaner					Gal	\$ 21.00	BELFOR-SD 02 Sulfide Defroster					Gal	\$ 64.00	
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner					Gal	\$ 31.00	BELFOR-WP Wax Preserver					Gal	\$ 95.00	
Adhesive, Remover					Can	\$ 18.00	Nitric Acid, Ultra Pure					Quart	\$ 187.00	
Alcohol, Isopropyl					Gal	\$ 96.00	Apron, Chemical					Ea.	\$ 6.60	
Blocks, Odor Counteractant					Ea.	\$ 9.00	Arm Sleeves, Chemical					Ea.	\$ 4.80	
Boot Covers, Latex					Per Pair	\$ 13.00	Arsenic test Kit					Per Test	\$ 6.60	
Brush, Scrub					Ea.	\$ 14.00	Bags, Anti Static					Ea.	\$ 4.80	
Brushes, Pipe					Ea.	\$ 37.00	Brady Cards					Ea.	\$ 8.80	
Brushes, Wire					Small \$ 5.50	Large \$ 9.00	Brush, Dispersion (Each)					Small \$ 5.50	Large \$ 17.00	
Cleaner, Stainless Steel					Can	\$ 19.00	Brush, Non Conduct					Ea.	\$ 13.00	
Disinfectant, Antimicrobial					Gal	\$ 62.00	Chloride Quick Test Strips					Ea.	\$ 1.50	
Fogger, Thermo Deodorizer					Gal	\$ 43.00	Cleaning / Decon Sticks					Ea.	\$ 1.70	
Mop Heads					Ea.	\$ 17.00	Non-Conduct Scrubbers, Green (#7447)					Box	\$ 34.00	
Pad, Floor Buffer					Ea.	\$ 15.00	Non-Conduct Scrubbers, Maroon (#96)					Box	\$ 95.00	
Pad, Foam Scrubbing					Pak	\$ 63.00	Non-Conduct Scrubbers, White (#98)					Box	\$ 57.00	
Sponge, Particulate Removal (1.5"x3"x6")					Ea.	\$ 4.80	Tape, Clean Room					Roll	\$ 30.00	
Sponge, Particulate Removal (3/4"x3"x6")					Ea.	\$ 2.40	Wipes, Lint Free					Pak	\$ 43.00	
Steel wool					Ea.	\$ 1.30	Wipes, Presaturated IPA/DI					Pak	\$ 25.00	
Thinner, Paint/Mineral Spirits					Gal	\$ 28.00	Wipes, Standard Clean Room					Pak	\$ 35.00	
Vapor Shark Membrane					Ea.	\$ 64.00	Wipes, Ultra Clean Room					Pak	\$ 75.00	
Wipes, Cotton Cloth/Workshop Rags					Lb.	\$ 6.60								
Wipes, Wipe All					Pak	\$ 15.00								
CONTENTS/PAK-OUT/STORAGE						ENVIRONMENTAL								
BELFOR-Fabric Protector					Gal	\$ 48.00	Asbestos Glove Bag					Ea.	\$ 41.00	
BELFOR-Lemon Oil Furniture Polish					Gal	\$ 6.60	Breathing Air, Type K Bottle					Ea.	\$ 67.00	
BELFOR-Liquid Laundry Detergent					Gal	\$ 21.00	Cartridge, MSA Combination					Ea.	\$ 20.00	
BELFOR-Premium Dish Detergent					Quart	\$ 7.70	Protective Suits (Acid)					Ea.	\$ 102.00	
Boxes, Book					Ea.	\$ 6.60	Protective Suits (Level A, fully encapsulating)					Ea.	\$ 1,901.00	
Boxes, Dish Pack					Ea.	\$ 7.70	Protective Suits (PolyPro Asbestos)					Ea.	\$ 10.00	
Boxes, Slip Covers					Ea.	\$ 3.60	Protective Suits (Saranex Chemical)					Ea.	\$ 37.00	
Boxes, Wardrobe/Specialty					Ea.	\$ 43.00	Sorbent Boom					Ea.	\$ 81.00	
Cloths, Masslinn					Ea.	\$ 1.70	Sorbent Pad					Ea. \$ 11.50	Bale \$ 122.00	
Foam Blocks					Ea.	\$ 1.70	Sorbent Pillows					Ea.	\$ 31.00	
Inventory Tags					Ea.	\$ 1.70	DRUMS					15g	30g	55g
Tape, Poly Box					Roll	\$ 3.60	Drum, Poly Closed Top					Ea. \$ 51.00	\$ 60.00	\$ 85.00
Wrap, Bubble/Anti Static					Roll	\$ 102.00	Drum, Poly Open Top					Ea. \$ 55.00	\$ 65.00	\$ 92.00
Wrap, Stretch					Roll	\$ 72.00	Drum, Steel Closed Top					Ea. \$ 40.00	\$ 48.00	\$ 67.00
						Drum, Steel Open Top					Ea. \$ 44.00	\$ 57.00	\$ 81.00	
						Drum, Steel Salvage, 85 Gallon					Ea.	\$ 185.00		
						Drum, Poly Overpack, 95 Gallon					Ea.	\$ 283.00		
						Drum, Steel Overpack, 110 Gallon					Ea.	\$ 555.00		
FILTERS						HVAC								
Filter, Charcoal (Carbon Activated)					Ea.	\$ 79.00	HVAC Air Blast Nozzle, Replacement					Ea.	\$ 61.00	
Filter, HEPA					Ea.	\$ 279.00	HVAC Air Whip, Multi Head, Replacement					Ea.	\$ 79.00	
Filter, Pleated					Ea.	\$ 25.00	HVAC BBJ Freshduct / Microbiocide					15oz	\$ 61.00	
Filter, Poly (Secondary)					Ea.	\$ 8.80	HVAC Cleaner Degreaser					Gal	\$ 21.00	
SHEETING/PLASTIC/FLOOR PROTECTION						HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30"					Roll	\$ 30.00		
Duct, Lay Flat (500') with hog rings					Roll	\$ 565.00	HVAC Coil Cleaner					Gal	\$ 58.00	
Plastic Sheeting, 1.5 mil (24 x 200)					Roll	\$ 53.00	HVAC Collection Machine Filters (Pleated & Bag)					Ea.	\$ 70.00	
Plastic Sheeting, 3 mil (20 x 100)					Roll	\$ 66.00	HVAC Collection Machine HEPA Filter					Ea.	\$ 411.00	
Plastic Sheeting, 6 mil (20 x 100)					Roll	\$ 99.00	HVAC Duct Liner 1" - 3'x100'					Roll	\$ 484.00	
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)					Roll	\$ 386.00	HVAC Duct Mastic					Gal	\$ 35.00	
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)					Roll	\$ 479.00	HVAC Encapsulant, Antimicrobial (Foster)					Gal	\$ 99.00	
Plastic Sheeting, Carpet Protector					Roll	\$ 99.00	HVAC Fiberlock					Gal	\$ 87.00	
Ram Board, (38" X 100")					Roll	\$ 185.00	HVAC HEPA Vac Collection Bag & Filter Protector					Ea.	\$ 12.00	
Red Kosit Paper (200 ft. roll)					Roll	\$ 30.00	HVAC HEPA Vac Filters (Dacron Filter Bag & Impaction)					Ea.	\$ 73.00	
Scrim-Fire Rated (60"x100")					Roll	\$ 2,988.00	HVAC HEPA vac HEPA Filter					Ea.	\$ 345.00	
Sticky Mat (26"x32")					Ea.	\$ 108.00	HVAC Propane Fill Charge					Cylinder	\$ 55.00	
SHRINK WRAP						HVAC Rotary Brush Head, Replacement					Ea.	\$ 139.00		
Strapping, Woven HD					LF	\$ 0.15	HVAC Rotary Brush System, Replacement Core					Ea.	\$ 48.00	
Tape, Heat Shrink 2"					Roll	\$ 20.00	HVAC Sheetmetal Blank					Ea.	\$ 21.00	
Tape, Heat Shrink 4"					Roll	\$ 40.00	HVAC Sheetmetal Screw					Box 100	\$ 26.00	
Tape, Heat Shrink 6"					Roll	\$ 59.00	HVAC Spray Adhesive					Can	\$ 29.00	
Wrap, Shrink, 7 mil (45' x 145")					Roll	\$ 987.00	HVAC Unibit					Ea.	\$ 99.00	
Wrap, Shrink, 12 mil (32' x 180")					Roll	\$ 1,834.00	HVAC Vacuum Brush Head - Replacement					Ea.	\$ 29.00	
TAPE/ADHESIVE						SAFETY								
Adhesive, Spray					Can	\$ 9.00	Boots, Chemical PVC					Per Pair	\$ 55.00	
Tape, 2-way (2" x 60')					Roll	\$ 36.00	Dust Mask					Ea.	\$ 2.40	
Tape, Barricade-Banner Guard (Caution, Danger, etc...)					Roll	\$ 34.00	Gloves, Cotton (includes liners)					Per Pair	\$ 2.80	
Tape, Duct (2"x 60')					Roll	\$ 9.00	Gloves, Latex (Surgical)					Box 100	\$ 50.00	
Tape, Global					Roll	\$ 30.00	Gloves, Leather					Per Pair	\$ 9.90	
Tape, Painters-blue/red					Roll	\$ 10.00	Gloves, Nitrile					Per Pair	\$ 9.40	
MISC						Gloves, Nylon Inspection					Per Pair	\$ 0.60		
Disposable Decontamination Unit					Ea.	\$ 504.00	Protective Suits (Tyvek)					Ea.	\$ 33.00	
Encapsulant, Antifungicidal					Gal	\$ 99.00	Respirator, N95					Ea.	\$ 13.00	
Encapsulant, Antimicrobial (Zinsser)					Gal	\$ 91.00	Respirator, P100					Ea.	\$ 13.00	
Encapsulant, Soot					Gal	\$ 53.00	Respirator, HEPA + Particulate Replacement Filter					Ea.	\$ 44.00	
Fasteners, Misc / Lock & Hasp					Ea.	\$ 36.00	Respirator, HEPA Replacement Pancake Filter					Ea.	\$ 10.00	
Floor Dry (40#)					Bag	\$ 19.00								
Lock Box					Ea.	\$ 55.00								
Soda, Soda Blaster Material					Bag	\$ 43.00								
Zipper (containment)					Ea.	\$ 14.00								
The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.														

Attachment E – Emergency Agreement Provisions

A. Termination

This Agreement may be terminated by Contractor or by the Director of Emergency Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination. Subject to availability of funding, Contractor shall be entitled to receive payment on a prorated basis for work/services actually completed and delivered prior to termination of the Agreement and for which there is no dispute.

B. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after CalOES closes out the County's application for reimbursement. County will notify Contractor of any audit release date after which Contractor shall no longer be required to maintain the records referenced herein. Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

C. Merger Clause; Amendments

The Agreement, including the Exhibits and Attachments attached to the Agreement and incorporated by reference, constitutes the sole Agreement of the parties to the Agreement and correctly states the rights, duties, and obligations of each party as of the Agreement's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of

the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to the Agreement, the provisions of the body of the Agreement shall prevail; provided, however, that, in the event that any term, condition, provision, requirement, or specification set forth in the body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in Attachment E, the provisions of Attachment E shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

D. Dispute Resolution; Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California. In the event of breach or other dispute arising out of this Agreement, County reserves the right to pursue all remedies, legal, contractual, administrative or otherwise against Contractor, including the recovery of any sanctions and penalties authorized by law.

E. Suspension and Debarment

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

(2) Contractor agrees to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, throughout the term of this Agreement and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are United States Environmental Protection Agency ("EPA")-designated items unless the product cannot be acquired. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

G. Access to Records.

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

H. Clean Air Act and Water Pollution Act Compliance

(1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act, as amended 33 U.S.C. 1251. et. seq.

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

(3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

The required certification shall state the following (see 44 C.F.R. Appendix A to Part 18):

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

 Rachel Manos

Signature of Contractor's Authorized Official

Rachel Manos GC

Name and Title of Contractor's Authorized Official

2/16/2023 | 2:03 PM PST

Date

J. Equal Employment Opportunity

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

K. Compliance with the Davis-Bacon Act

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

L. Compliance with Copeland Anti-Kickback Act

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

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

M. Compliance with the Contract Work Hours and Safety Standards Act

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.