

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 12th day of September, 2017 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY") and Belfor USA Group Inc., DBA Belfor Property Restoration, whose corporate address is 185 Oakland Avenue Suite 150, Birmingham, Michigan 48009 ("CONTRACTOR").

W I T N E S S E T H:

WHEREAS, the CONTRACTOR has resources to provide for disaster/emergency restoration and repair services in the event of a disaster; and

WHEREAS, the CONTRACTOR is qualified and willing to perform such disaster/emergency cleanup services; and

WHEREAS, the COUNTY is interested in availing itself of CONTRACTOR's resources for such disaster/emergency cleanup services at various COUNTY owned facilities.

NOW, THEREFORE, the parties agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR's work under this Agreement will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of buildings, streets, utilities, and/or other public works.

B. CONTRACTOR will respond to a disaster/emergency within 24-hours of receipt of COUNTY's request to begin the process of assessing damage to COUNTY - owned facilities.

C. CONTRACTOR will provide COUNTY with a written "Scope of Work" for each restoration project including a time and materials schedule and estimated costs for the completion of each such project.

CONTRACTOR shall provide all labor, materials, equipment, supplies, taxes, insurance, and warranties etc. to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, material-men, subcontractors, artisans, machinists, teamsters, day-men and laborers required for COUNTY's request for services. The foregoing warranty shall commence on the date of substantial completion of each project hereunder and continue for a period of one (1) year. The

1 CONTRACTOR's warranty excludes remedy for damage or defect caused by abuse, modifications not
2 executed by CONTRACTOR, improper or insufficient maintenance, improper operation or normal wear
3 and tear and normal usage. All warranties are contingent upon full payment to the CONTRACTOR. If any
4 goods or materials provided by CONTRACTOR in the performance of the work are warranted by the
5 manufacturer, then CONTRACTOR shall make every effort to transfer to COUNTY all such
6 warranties (and deliver all documents evidencing such warranties).

7
8 D. CONTRACTOR's compensation shall be based on the rates listed in Exhibit A,
9 attached hereto and incorporated by reference, which shall remain in effect for the duration of this
10 Agreement. In the event any of the language set forth in Exhibit A conflicts with any provision set forth in this
11 Agreement, this Agreement shall control.

12 E. The work under this Agreement will involve the repair, alteration, maintenance,
13 installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities,
14 and/or other public works. In accordance with Labor Code section 1770, *et seq.*, the Director of the
15 Department of Industrial Relations of the State of California has determined the general prevailing wages
16 rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as
17 provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and
18 similar purposes applicable to the work to be done.

19 Information pertaining to applicable Prevailing Wage Rates may be found on the website for the
20 State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>.
21 Information pertaining to applicable prevailing wage rates for apprentices may be found on the website
22 for the State of California – Department of Industrial Relations:
23 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

24 It shall be mandatory upon the CONTRACTOR herein and upon any subcontractor to pay not less
25 than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or
26 mechanics employed on this public work project, including those workers employed as apprentices.
27 Further, Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6
28 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall
be posted by CONTRACTOR at the job site where it will be available to any interested party.

1 The CONTRACTOR shall comply with all California State laws and Department of Industrial
2 Relations (DIR) requirements relating to employment and wages, and COUNTY shall cooperate with
3 CONTRACTOR relating to the same, including but not limited to completion and submission to the
4 DIR the online equivalent of the form attached hereto as Exhibit E and providing the Project ID
5 Number to CONTRACTOR after having registered the Project on the DIR website.

6 CONTRACTOR shall comply with Labor Code section 1775 and forfeit as a penalty to COUNTY
7 Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than
8 the prevailing wage rates for the work or craft in which the worker is employed for any work done under
9 this project by CONTRACTOR or by any subcontractor under CONTRACTOR in violation of Labor Code
10 section 1770, *et seq.* In addition to the penalty, the difference between the prevailing wage rates and
11 amount paid to each worker for each calendar day or portion thereof for which each worker was paid less
12 than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.

13 In accordance with Labor Code section 1776, CONTRACTOR and each subcontractor shall
14 keep an accurate record showing the names, address, social security number, work classification,
15 straight time and overtime hours worked each day and week, and the actual per diem wages paid to
16 each journeyman, apprentice, worker, or other employee employed by him or her in connection with
17 this Agreement. Each payroll record shall be certified and verified by a written declaration under
18 penalty of perjury stating that the information within the payroll record is true and correct and that the
19 CONTRACTOR or subcontractor complied with the requirements of Labor Code sections 1171, 1811
20 and 1815 for any work performed by its employees on this public work project. These records should
21 be open at all reasonable hours to inspection by the COUNTY, its officers and agents, and to the
22 representatives of the State of California – Department of Industrial Relations, including but not limited
23 to the Division of Labor Standards Enforcement.

24 In accordance with the provisions of Sections 1810 to 1815 of the Labor Code of the State of
25 California, eight (8) hours labor shall constitute a day's work, but because this is a contract for public
26 work, work performed by employees of the CONTRACTOR and each sub-contractor in excess of eight
27 (8) hours per day, and forty (40) hours in any one week, shall be permitted upon compensation for all
28

hours worked in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the base rate of pay.

G. All agreements between the CONTRACTOR and any subcontractors shall be subject to COUNTY's approval. Neither the acceptance of the name of subcontractor nor the suggestion of such name nor any other act of the COUNTY nor anything contained in any contract document shall be construed as creating any contractual relation between the COUNTY and any subcontractor. The COUNTY reserves the right to reject any proposed subcontractor, installer, or supplier who cannot show satisfactory evidence of meeting the qualifications required by this Agreement.

H. CONTRACTOR shall comply with all applicable Federal, State, County and City regulations regarding wages, hours and working conditions.

I. CONTRACTOR shall comply with all applicable Federal, State, County and City regulations regarding safety and hazardous materials.

2. OBLIGATIONS OF THE COUNTY

A. COUNTY will provide inspection and acceptance of the work.

B. COUNTY shall designate a COUNTY Representative(s) to approve:

- 1) Equipment shutdown schedules
- 2) Temporary equipment and material storage areas;
- 3) Any use of non-standard equipment or materials;
- 4) Work authorizations; and
- 5) Verification of work completion.

3. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on the Effective Date, through and including the last day of the three-year period. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. COUNTY's Director of Internal Services/Chief Information Officer or his designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

1 4. TERMINATION

2 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
3 provided thereunder, are contingent on the approval of funds by the appropriating
4 government agency. Should sufficient funds not be allocated, the services provided
5 may be modified, or this Agreement terminated, at any time by giving the
6 CONTRACTOR thirty (30) days advance written notice.

7 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
8 Agreement in whole or in part, where in the determination of the COUNTY there is:
9 1) An illegal or improper use of funds;
10 2) A failure to comply with any material term of this Agreement;
11 3) A substantially incorrect or incomplete report submitted to the COUNTY;
12 4) Improperly performed service that will not or cannot be reasonably corrected
13 by the CONTRACTOR.

14 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
15 breach of this Agreement or any default, which may then exist on the part of the CONTRACTOR. Neither
16 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
17 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY
18 of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY
19 were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly
20 refund any such funds upon demand.

21 C. Without Cause - Under circumstances other than those set forth above, this
22 Agreement may be terminated by either party upon the giving of thirty (30) days
23 advance written notice of an intention to terminate to the other party.

24 5. COMPENSATION/INVOICING

25 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
26 compensation as follows:

27 A. This Agreement shall not be construed as a commitment to purchase any
28 disaster/emergency restoration and repair services from CONTRACTOR, as

all services by CONTRACTOR are on an as-needed basis.

- B. Notwithstanding any other provision of this Agreement, the maximum total compensation amount for the services required under this Agreement shall not exceed a total of \$2,500,000 for the entire potential five-year term of this Agreement.
- C. Upon completion of work, CONTRACTOR shall submit an invoice in triplicate to the County of Fresno, Facility Services Division, 4590 E. Kings Canyon Road, Fresno, CA 93702. Invoices shall clearly reference the provided contract number, identify the responsible COUNTY department, the name of the facility or special district where the services were performed, the date upon which such services were performed, and a cost breakdown of services, labor, parts and mileage. Payment shall be made by COUNTY within forty-five (45) days from receipt of an approved invoice, by mail addressed to CONTRACTOR's remittance address: 3461 West Holland Ave., Fresno, CA 93722.

6. **LICENSES, PERMITS, FEES AND ASSESSMENTS**

CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless the COUNTY, its officers, employees or agents, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against COUNTY hereunder.

7. **INDEPENDENT CONTRACTOR**

In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the COUNTY. Furthermore, COUNTY shall

1 have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform
2 its work and function. However, COUNTY shall retain the right to administer this Agreement to verify that
3 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

4 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
5 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6 Because of its status as an independent contractor, CONTRACTOR shall have
7 absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR
8 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required
9 employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless
10 from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social
11 Security withholding and all other regulations governing such matters. It is acknowledged that during the
12 term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to
13 this Agreement.

14 8. **MODIFICATION**

15 Any matters of this Agreement may be modified from time to time by the written
16 consent of all the parties without, in any way, affecting the remainder.

17 9. **NON-ASSIGNMENT**

18 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or
19 duties under this Agreement without the prior written consent of the other party.

20 10. **HOLD HARMLESS**

21 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's
22 request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses,
23 damages, liabilities, claims, and losses occurring or resulting to COUNTY for death, bodily injury, or property
24 damage in connection with the performance of the work, but only to the extent caused by the negligent acts
25 or omissions of CONTRACTOR, its officers, agents, or employees under this Agreement or resulting to any
26 person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
27 CONTRACTOR, its officers, agents, or employees under this Agreement.

28 11. **INSURANCE**

1 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR
2 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
3 following insurance policies or a program of self-insurance throughout the term of this Agreement:

4 A. Commercial General Liability

5 Commercial General Liability Insurance with limits of not less than One Million
6 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
7 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.

8 COUNTY may require specific coverages including completed operations, products
9 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or
10 any other liability insurance deemed necessary because of the nature of this
11 contract.

12 B. Automobile Liability

13 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less
14 than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
15 Thousand Dollars (\$500,000.00) per accident and for property damages of not less
16 than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single
17 limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include
18 owned and non-owned vehicles used in connection with this Agreement.

19 C. Worker's Compensation

20 A policy of Worker's Compensation insurance as may be required by the California
21 Labor Code.

22 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
23 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured,
24 but only insofar as the operations under this Agreement are concerned. Such coverage for additional
25 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
26 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
27 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
28 a minimum of thirty (30) days advance written notice given to COUNTY.

1 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
2 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
3 foregoing policies, as required herein, to the County of Fresno, Facility Services Manager, 4590 E. Kings
4 Canyon Road, Fresno, CA 93702, stating that such insurance coverages have been obtained and are in full
5 force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums
6 on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers,
7 agents and employees, individually and collectively, as additional insured, but only insofar as the operations
8 under this Agreement are concerned; that such coverage for additional insured shall apply as primary
9 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
10 employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's
11 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
12 days advance, written notice given to COUNTY.

13 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
14 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement
15 upon the occurrence of such event.

16 All policies shall be issued by admitted insurers licensed to do business in the State of California, and
17 such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII
18 or better.

19 12. **SECURITY OF SITE**

20 CONTRACTOR access to COUNTY facilities is limited to limited to those individuals
21 who have received COUNTY clearance and are designated to perform the CONTRACTOR's work.
22 Failure to fully comply with the security requirements of this Agreement shall be considered grounds for
23 termination of this Agreement.

- 24 A. See Probation Juvenile Detention Facilities – No Hostage Policy, attached hereto as
25 Exhibit B and incorporated herein by reference.
- 26 B. See Fresno Sheriff – Coroner's Officer (FSCO) Jail Detention Facilities – No Hostage
27 Policy, attached hereto as Exhibit C and incorporated herein by reference.
- 28 C. Additional information regarding the performance of maintenance, repair, and

inspection in juvenile correctional facilities:

CONTRACTOR shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training will be provided by Probation, as necessary, at no charge to CONTRACTOR. CONTRACTOR shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving COUNTY staff and a CONTRACTOR employee or subcontractor, the on-duty Facility Administrator will have the final decision. **INFORMATION ON THE PRISON RAPE ELIMINATION ACT CAN BE FOUND HERE: <http://www.prearesourcecenter.org/>**

13. AUDITS AND INSPECTIONS

The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

14. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Director of Internal Services/Chief
Information Officer, Internal Services
Department
333 W. Pontiac Way
Fresno, CA 93612

CONTRACTOR

Belfor Property Restoration
3461 W. Holland Avenue
Fresno, CA 93722

Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such party.

15. GOVERNING LAW

1 Venue for any action arising out of or related to this Agreement shall only be in Fresno
2 County, California.

3 The rights and obligations of the parties and all interpretation and performance of this Agreement
4 shall be governed in all respects by the laws of the State of California.

5 16. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

6 This provision is only applicable if the CONTRACTOR is operating as a corporation
7 (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes
8 its status to operate as a corporation.

9 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
10 transactions that they are a party to while CONTRACTOR is providing goods or performing services
11 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is
12 a party and in which one or more of its directors has a material financial interest. Members of the Board
13 of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing
14 a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated herein by
15 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
16 immediately thereafter.

17 17. **ENTIRE AGREEMENT**

18 This Agreement constitutes the entire agreement between the
19 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
20 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
21 understandings of any nature whatsoever unless expressly included in this Agreement.
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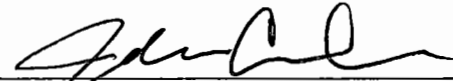
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 the day and year first hereinabove written.

3
4 **CONTRACTOR**

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6 

7 Paul Suchowski, Controller

8 Date: 8/17/17

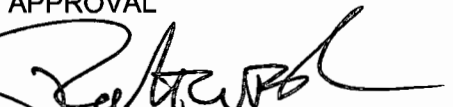
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11 Joseph Ciolino, Chief Financial Officer

12 Date: 8/17/17

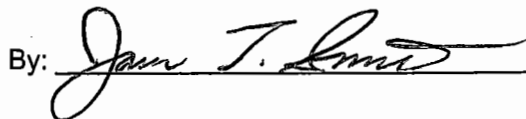
13 Belfor Property Restoration
14 3461 W. Holland Avenue
15 Fresno, CA 93722

16 **REVIEWED & RECOMMENDED FOR**
17 **APPROVAL**

18 

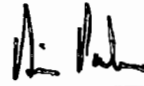
19 Robert W. Bash, Director of Internal Services/
20 Chief Information Officer

21 **APPROVED AS TO LEGAL FORM**
22 **Daniel C. Cederborg, County Counsel**

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24 By: 

25
26 **FOR ACCOUNTING USE ONLY:**
27 **ORG No.: 8935**
Account No./Fund: 7295/1045/10000
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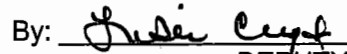
COUNTY OF FRESNO



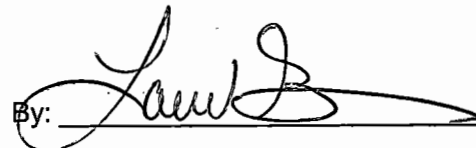
Brian Pacheco
Chairman, Board of Supervisors

Date: September 12, 2017

Bernice E. Seidel
Clerk Board of Supervisors

By: 
DEPUTY

APPROVED AS TO ACCOUNTING FORM
Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector

By: 

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit A)
CALIFORNIA PREVAILING WAGE ONLY
 Effective Date: March 2015



§ 1.

RATES AND INVOICE CONDITIONS

CODE	ITEMIZED SCHEDULED LABOR CLASSIFICATIONS	REGULAR RATE / HR
PROJECT MANAGEMENT:		
APM	Assistant Project Manager	\$ 107.00
PM	Project Manager	\$ 100.00
PE	Project Estimator	\$ 109.00
SPM	Senior Project Manager	\$ 124.00
PC	Project Coordinator	\$ 151.00
GENERAL CLASSIFICATIONS:		
GL	General Labor	\$ 72.41
AA	Administrative Assistant	\$ 72.00
LF	Labor Foreman	\$ 90.00
MS	Mobilization Support	\$ 90.00
TD	Truck Driver	\$ 90.00
DMT	Demolition Technician	\$ 105.00
RCO	Resource Coordinator (Supply Technician)	\$ 105.00
PA	Project Auditor (Documentation Clerk)	\$ 72.00
EO	Equipment Operator	\$ 105.00
HSE	Health & Safety Officer	\$ 105.50
RESTORATION SERVICES (General):		
RT	Restoration Technician	\$ 105.00
RS	Restoration Supervisor	\$ 105.00
DT	Dehumidification Technician	\$ 105.00
MT	Mold Technician (Remediation Technician or Supervisor)	\$ 105.00
RECONSTRUCTION SERVICES:		
PT	Painter	\$ 93.88
DP	Drywall Installer/Finisher	\$ 93.88
CR	Carpenter (Framer/Finish)	\$ 97.68
TF	Trade Foreman (Commercial Supervision)	\$ 104.00
TECHNICAL SERVICES: (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold)		
TN	Technician	\$ 118.00
TS	Technical Specialist	\$ 122.00
TL	Team Leader	\$ 135.00
TSE	Technical Support Engineer (Chemistry, Electronic, Machinery, Quality Control)	\$ 116.00
SEMICONDUCTOR SERVICES:		
DM	Documentation Manager	\$ 81.50
DC	Decon Technician	\$ 105.50
DPM	Decon Project Manager	\$ 181.00
DE	Decon Engineer	\$ 206.00
ENVIRONMENTAL SERVICES:		
HT	Hazmat/Asbestos Technician	\$ 89.00
HLT	Hazmat/Asbestos Lead Technician	\$ 98.00
HSE	Hazmat/Asbestos Equipment Operator	\$ 114.00
HS	Hazmat/Asbestos Supervisor	\$ 122.00
CONSULTING SERVICES:		
CVP	President & Vice President	\$ 225.00
CSC	Senior Consultant	\$ 185.00
CCE	Consultant / Consulting Estimator	\$ 145.00
CWP	Clerk of the Works-Production Person	\$ 100.00
CAD	Administrative	\$ 55.00
COC	Outside Consultants	Actual Billing + 10%
CLG	Deposition, Legal Work, & Court Testimony	\$ 300.00
CFE	Appraisal & Umpire fees	\$ 300.00

§ 1.II

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 §1.III Item 4 for recognized holidays) will be charged at 2 times the regular hourly rate.

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.

§ 1.III

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.
- 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.
- 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). Per AIG VMO agreement 03/06/2014, subcontracted labor will be marked up cost plus 35%.

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit A)
CALIFORNIA PREVAILING WAGE ONLY
Effective Date: March 2015



RATES AND INVOICE CONDITIONS

§ I.IV. 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
- 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 actual cost
- 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

§ II. 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, DC, 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.
- 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.

§ III. 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.
- 4). Scheduled consumables are charged on a "per unit" basis whether consumed by the unit or not.

§ IV. 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.

§ V. REIMBURSABLES

- 1). Contractor's 10% mark-up will be added to the total of all reimbursables.
- 2). Standard per diem rates are \$40 per person per day. The 1.25 multiplier will be applied as above for NYC and the states of CA, HI, and AK (so per diem will be \$50/day in these areas). Per Diem will be charged for all traveling personnel in § I. Invoicing Guidelines and Conditions. BELFOR incurs, and thus charges, this daily rate whether the per diem is paid directly to the employee, 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.
- 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). 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.

§ VI. DOCUMENT DRYING AND RECOVERY SERVICES

Freeze drying charges will range from \$40 to \$75 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. 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.

§ VII. CAT CONSIDERATIONS

- 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...

§ VIII. BILLING AND PAYMENT

- 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.

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.

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit A)
CALIFORNIA
 Effective Date: March 2015



§ 11.1

ITEMIZED SCHEDULED EQUIPMENT³

EQUIPMENT DESCRIPTION	UNIT	RATE	EQUIPMENT DESCRIPTION	UNIT	RATE
AIR MOVERS/COMPRESSORS/ACCESSORIES			TRUCKS, VEHICLES, TRAILERS (rate does not include fuel)		
Air compressor, gas/electric	Ea / Day	\$ 37.00	BELFOR Command Center	Ea / Day	\$ 500.00
Air compressor, tow behind	Ea / Day	\$ 118.50	Mobile Office	Ea / Day	\$ 65.00
Air movers/carpet blowers	Ea / Day	\$ 30.00	Mobile Warehouse (Trailer Only)	Ea / Day	\$ 155.50
Octidry Bag or Direct it In (attachment)	Ea / Day	\$ 30.00	Trailer, Freezer	Ea / Day	\$ 149.50
Injectidry Unit	Ea / Day	\$ 131.00	Truck, Dump Service (Pickup Truck)	Ea / Day	\$ 95.00
Manometer	Ea / Day	\$ 82.50	Truck, Dump-Trip Charge	Ea / Day	\$ 150.00
BLAST/POWER WASH UNITS			Truck, Moving/Box/Board up	Ea / Day	\$ 155.50
Blasting Unit, Aqri/Soda	Ea / Day	\$ 648.00	Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	\$ 124.50
Dry Ice Blaster w/Accessories	Ea / Day	\$ 973.50	Vehicle, Pickup, SUV or Car	Ea / Day	\$ 69.00
Soda Blaster	Ea / Day	\$ 966.00	Vehicle, Truck 1 Ton 4x4 Liftgate	Ea / Day	\$ 165.00
Washer, High Pressure (cold)	Ea / Day	\$ 100.00	Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	\$ 112.50
Washer, High Pressure (hot)	Ea / Day	\$ 124.50	DUMPSTERS & STORAGE		
CLEANING/VACUUMS/EXTRACTION			Dumpster, 20 yd	Per Load	\$ 550.00
Buffer, Floor	Ea / Day	\$ 37.00	Dumpster, 30 yd	Per Load	\$ 700.00
Carpet Cleaning Machine	Ea / Day	\$ 75.00	Dumpster, 40 yd	Per Load	\$ 850.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 143.00	BELFOR Pods 8'x7' 12' x 7'	Per Month	\$ 235.00
Extraction Unit (portable)	Ea / Day	\$ 155.50	BELFOR Pods (set up & breakdown)	Per Pod	\$ 300.00
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 561.50	Storage Vaults	Per Month	\$ 125.00
Floor cleaning system (walk behind)	Ea / Day	\$ 237.00	ELECTRONICS / MECHANICAL		
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 155.50	Cart, Electronic Decontamination	Ea / Day	\$ 63.00
Ion Air Cleaning System	Ea / Day	\$ 47.50	Cleaning Room, HEPA filtered	Ea / Day	\$ 978.50
Steam Cleaner (trailer)	Ea / Day	\$ 243.00	Crane, A-Frame (1 ton)	Ea / Day	\$ 139.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 63.00	Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 772.50
Vacuum, HEPA	Ea / Day	\$ 100.00	Decon Room	Per Project	\$ 515.00
Vacuum, Insulation Machine	Ea / Day	\$ 89.50	DI Water System	Ea / Day	\$ 40.00
Vacuum, Upright	Ea / Day	\$ 16.50	Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 69.00
Vacuum, Wet/Dry or Canister	Ea / Day	\$ 34.00	Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 187.50
LIGHTS			Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 412.00
Light, Balloon	Ea / Day	\$ 110.00	Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 224.50
Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 155.50	Gas Detector, ATI PortaSens II	Ea / Day	\$ 307.00
Light, Wobble (37 inches)	Ea / Day	\$ 43.50	HEPA Filtered Hood	Ea / Day	\$ 154.50
MISC.			HEPA Water Displacement Unit	Ea / Day	\$ 93.50
Heat Gun, Shrink Wrap	Ea / Day	\$ 75.00	Oven, Convection Drying (ULT)	Ea / Day	\$ 436.50
Ride on Flooring Stripper (includes blades)	Ea / Day	\$ 1,200.00	Oven, Vacuum Drying	Ea / Day	\$ 623.00
Saw, Demo	Ea / Day	\$ 106.00	Quality Control Kit, (scientific instruments)	Ea / Day	\$ 187.50
Saw, Kett	Ea / Day	\$ 35.00	Reflectoquant Test Device	Ea / Day	\$ 103.00
X-Ray Dryer	Ea / Day	\$ 155.50	Sealer, Vacuum	Ea / Day	\$ 273.00
X-Ray Separation Tank	Ea / Day	\$ 467.50	Spray Booth with 2 sinks (portable)	Ea / Day	\$ 187.50
ODOR CONTROL/DISINFECTION			Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 81.50
Fogger, Commercial	Ea / Day	\$ 112.50	Tool Handling Charge	Per Project	\$ 463.50
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 40.00	Ultrasonic Bath, Portable	Ea / Day	\$ 324.50
Ozone Generator	Ea / Day	\$ 124.50	Ultrasonic Bath, Bench Top	Ea / Day	\$ 187.50
Smoke Machines (small)	Ea / Day	\$ 100.00	Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 3,365.00
Vapor Shark	Ea / Day	\$ 40.00	Vacuum, Clean Room	Ea / Day	\$ 154.50
POWER			Wet Bench (portable)	Ea / Day	\$ 188.00
Electrical Distribution (Spider Box)	Ea / Day	\$ 75.00	Workstation (table, chair, lights, ESD)	Ea / Day	\$ 24.50
Generator (portable)	Ea / Day	\$ 124.50	ENVIRONMENTAL		
PUMPS			Cascade Breathing Air System	Ea / Day	\$ 170.00
Pump, Sump / Flood	Ea / Day	\$ 34.00	Chemical Hose, Hazmat	Ea / Day	\$ 226.50
Pump, Trash with Hose, 2"	Ea / Day	\$ 139.00	Confined Space Entry System	Ea / Day	\$ 206.00
DRYING/TEMP/HUMIDITY CONTROL			Decontamination Shower/Filter	Ea / Day	\$ 144.00
Moisture Meter	Ea / Day	\$ 21.00	Jerome Mercury Vapor Analyzer	Ea / Day	\$ 252.50
Camera, IR	Ea / Day	\$ 225.00	Mini-Rae (PID)	Ea / Day	\$ 180.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	\$ 187.50	MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 206.00
Dehumidification, Desiccant -500/600 cfm	Ea / Day	\$ 405.00	Personal Sample Pump	Ea / Day	\$ 29.00
Dehumidification, Desiccant -2000/2250 cfm	Ea / Day	\$ 842.50	Pump, Diaphragm 1", Hazmat	Ea / Day	\$ 206.00
Dehumidification, Desiccant -3500 cfm	Ea / Day	\$ 1,004.00	Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 309.00
Dehumidification, Desiccant -5000-6000 cfm	Ea / Day	\$ 1,360.50	Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	\$ 144.00
Dehumidification, Desiccant -10000 / 12000 cfm	Ea / Day	\$ 2,138.50	Self-Contained Breathing Apparatuses (SCBA-5Min)	Ea / Day	\$ 113.50
Dehumidification, Desiccant -15000 cfm	Ea / Day	\$ 3,669.00	Trailer, Emergency Response, Hazmat	Ea / Day	\$ 309.00
Dehumidification, Desiccant -25000 cfm	Ea / Day	\$ 5,807.00	HVAC		
Dehumidification/Cooling -1 Ton Spot Cooler	Ea / Day	\$ 161.50	HVAC, High Volume Tornado System	Ea / Day	\$ 95.00
Dehumidification/Cooling -DX Unit -20 / 30 ton	Ea / Day	\$ 1,295.50	HVAC, Mobile Resource Unit	Ea / Day	\$ 155.50
Dehumidification/Cooling -DX Unit -60 / 70 Ton	Ea / Day	\$ 2,041.50	HVAC, Power and Manual Hand Tools	PP/Day	\$ 25.00
Dehumidification/Cooling - Chiller 100 to 400 Ton	Ton / Day	\$ 26.00	HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 45.00
Dehumidification, Heater -20 kw	Ea / Day	\$ 160.00	HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 124.50
Dehumidification, Heater -50 kw	Ea / Day	\$ 356.50	HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	\$ 195.00
Dehumidification, Heater -100 kw	Ea / Day	\$ 486.00	HVAC Video / Tool Robotic Inspection System	Ea / Day	\$ 504.50
Dehumidification, Heater -150 kw	Ea / Day	\$ 583.00	HVAC, Viper Duct Cleaning System	Ea / Day	\$ 45.00
Dehumidification, Heater, Indirect Fired up to 500,000btu + fuel	Ea / Day	\$ 939.50	SAFETY		
Heater, Electric -1500 watt	Ea / Day	\$ 15.50	Personal Fall Protection (PFP)	PP / Wk	\$ 55.50
Heater, Propane/Torpedo-direct fired + fuel	Ea / Day	\$ 55.50	Personal Protection Equipment (PPE)	PP / Wk	\$ 27.75
			Personal Respiratory Protection (PRP)	PP / Wk	\$ 55.50
			Respirator, PAPR	Ea / Day	\$ 82.50

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RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit A)
CALIFORNIA
 Effective Date: March 2015



ITEMIZED SCHEDULED CONSUMABLES ³

CONSUMABLE DESCRIPTION	UNIT	RATE
BAGS		
Bags, Environmental Trash Bags	Ea.	\$ 3.00
Bags, Insulation Machine (vacuum)	Ea.	\$ 31.00
Bags, Trash (each)	3 mil \$ 0.82 6 mil \$ 1.62	

CLEANING-GENERAL		
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 34.00
BELFOR-All Purpose Cleaner	Gal	\$ 10.50
BELFOR-All Purpose Spotter	Gal	\$ 22.50
BELFOR-Carpet Rinse & Neutralizer	Gal	\$ 18.50
BELFOR-CIF Citrox Lemon Scent	Ounce	\$ 1.00
BELFOR-Concentrated Odor Counteractant & Smoke Elim.	Gal	\$ 31.00
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 17.00
BELFOR-Glass Cleaner	Gal	\$ 8.00
BELFOR-Hand Cleaning Wipes	Tub	\$ 41.00
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 31.00
BELFOR-Multi-Purpose Restroom Cleaner	Gal	\$ 13.50
BELFOR-Oil Preserver	Gal	\$ 46.50
BELFOR-Quarry & Hard Tile Cleaner	Gal	\$ 17.50
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner	Gal	\$ 25.00
Adhesive, Remover	Can	\$ 11.50
Alcohol, Isopropyl	Gal	\$ 79.50
Blocks, Odor Counteractant	Ea.	\$ 7.00
Boot Covers, Latex	Per Pair	\$ 10.50
Brush, Scrub 8	Ea.	\$ 11.50
Brushes, Pipe	Ea.	\$ 31.00
Brushes, Wire8	Small \$ 5.00 Large	\$ 7.00
Cleaner, Stainless Steel	Can	\$ 15.75
Disinfectant, Antimicrobial	Gal	\$ 51.00
Foamer, Thermo Deodorizer	Gal	\$ 63.00
Mop Heads	Ea.	\$ 13.50
Pad, Floor Buffer	Ea.	\$ 12.50
Pad, Foam Scrubbing	Pak	\$ 51.50
Sponge, Particulate Removal (1.5"x3"x6")	Ea.	\$ 4.00
Sponge, Particulate Removal (3/4"x3"x6")	Ea.	\$ 2.00
Steel wool	Ea.	\$ 1.06
Thinner, Paint/Mineral Spirits	Gal	\$ 22.50
Vapor Shark Membrane	Ea.	\$ 53.00
Wipes, Cotton Cloth/Workshop Rags	Lb.	\$ 5.00
Wipes, Wipe All	Pak	\$ 12.50

CONTENTS/PAK-OUT/STORAGE		
BELFOR-Fabric Protector	Gal	\$ 40.00
BELFOR-Lemon Oil Furniture Polish	Gal	\$ 5.00
BELFOR-Liquid Laundry Detergent	Gal	\$ 17.50
BELFOR-Premium Dish Detergent	Quart	\$ 6.00
Boxes, Book	Ea.	\$ 5.00
Boxes, Dish Pack	Ea.	\$ 6.00
Boxes, Slip Covers	Ea.	\$ 3.00
Boxes, Wardrobe/Specialty	Ea.	\$ 35.00
Cloths, Masslinn	Ea.	\$ 1.35
Foam Blocks	Ea.	\$ 0.12
Inventory Tags	Ea.	\$ 0.12
Tape, Poly Box	Roll	\$ 3.00
Wrap, Bubble/Anti Static	Roll	\$ 84.50
Wrap, Stretch	Roll	\$ 59.50

FILTERS		
Filter, Charcoal (Carbon Activated)	Ea.	\$ 65.00
Filter, HEPA	Ea.	\$ 230.50
Filter, Pre (Primary)	Ea.	\$ 3.00
Filter, Poly (Secondary)	Ea.	\$ 7.00

SHEETING/PLASTIC/FLOOR PROTECTION		
Duct, Lay Flat (500') with hoo rings	Roll	\$ 467.50
Plastic Sheeting, 1.5 mil (24 x 200)	Roll	\$ 43.50
Plastic Sheeting, 3 mil (20 x 100)	Roll	\$ 54.50
Plastic Sheeting, 4 mil (20 x 100)	Roll	\$ 62.50
Plastic Sheeting, 6 mil (20 x 100)	Roll	\$ 81.50
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)	Roll	\$ 319.00
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)	Roll	\$ 395.00
Plastic Sheeting, Carpet Protector	Roll	\$ 81.50
Red Rosin Paper (200 ft. roll)	Roll	\$ 24.50
Scrim-Fire Rated (60"x100')	Roll	\$ 2,469.00
Sticky Mat (26"x32")	Ea.	\$ 89.50

SHRINK WRAP		
Strapping, Woven HD	LF	\$ 0.10
Tape, Heat Shrink 2"	Roll	\$ 16.35
Tape, Heat Shrink 4"	Roll	\$ 32.75
Tape, Heat Shrink 6"	Roll	\$ 49.15
Wrap, Shrink, 7 mil (45"x145")	Roll	\$ 815.00
Wrap, Shrink, 12 mil (32"x180")	Roll	\$ 1,515.00

TAPE/ADHESIVE		
Adhesive, Spray	Can	\$ 7.00
Tape, 2-Way (2" x 60')	Roll	\$ 30.00
Tape, Barricade-Banner Guard (Caution, Danger, etc...)	Roll	\$ 28.00
Tape, Duct (2"x60')	Roll	\$ 7.00
Tape, Global	Roll	\$ 24.50
Tape, Painters-blue/red	Roll	\$ 8.00

MISC		
Disposable Decontamination Unit	Ea.	\$ 416.00
Encapsulant, Antifungal	Gal	\$ 82.00
Encapsulant, Antimicrobial (Zinsser)	Gal	\$ 75.00
Encapsulant, Soot	Gal	\$ 43.50
Fasteners, Misc / Lock & Hasp	Ea.	\$ 30.00
Floor Dry (40#)	Bag	\$ 15.50
Lock Box	Ea.	\$ 45.50
Soda, Soda Blaster Material	Bag	\$ 35.00
Zipper (containment)	Ea.	\$ 12.00

CONSUMABLE DESCRIPTION	UNIT	RATE
ELECTRONICS / MECHANICAL		
BELFOR-AC 14 Alkaline Cleaner 14	Gal	\$ 34.00
BELFOR-AC 12 Alkaline Cleaner 12	Gal	\$ 46.00
BELFOR-CD 04-C Complex Deruster 04 C	Gal	\$ 73.00
BELFOR-CD 13 Complex Deruster 13	Gal	\$ 114.50
BELFOR-EC 12 Electronics Cleaner	Gal	\$ 30.00
BELFOR-ESL Label Protection Lacquer	Ounce	\$ 17.50
BELFOR-GC General Cleaner	Gal	\$ 28.00
BELFOR-HD 01 Hand Deruster 01	Gal	\$ 39.00
BELFOR-IP 40 Light Preserver 40	Gal	\$ 73.00
BELFOR-MPP Metal Polishing Paste	Ounce	\$ 15.50
BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 122.50
BELFOR-NK One Step Cleaner and Preserver (electrical)	Pint	\$ 12.50
BELFOR-OC24 Organic Cleaner 24	Gal	\$ 46.50
BELFOR-OC62 Organic Cleaner 62	Gal	\$ 32.00
BELFOR-O-SW Oil Black (Elect. Contacts Only)	Ounce	\$ 34.00
BELFOR-PM Polish Milk	Ounce	\$ 5.00
BELFOR-SD 02 Sulfide Defroster	Gal	\$ 52.50
BELFOR-WP Wax Preserver	Gal	\$ 78.50
Nitric Acid, Ultra Pure	Quart	\$ 154.50
Apron, Chemical	Ea.	\$ 5.00
Arm Sleeves, Chemical	Ea.	\$ 4.00
Arsenic Test Kit	Per Test	\$ 5.00
Bags, Anti Static	Ea.	\$ 4.00
Brady Cards	Ea.	\$ 7.00
Brush, Dispersion (Each)	Small \$ 5.00 Large	\$ 13.50
Brush, Non Conduct	Ea.	\$ 10.50
Chloride Quick Test Strips	Ea.	\$ 1.25
Cleaning / Decon Sticks	Ea.	\$ 1.25
Non-Conduct Scrubbers, Green (#7447)	Box	\$ 28.00
Non-Conduct Scrubbers, Maroon (#296)	Box	\$ 78.50
Non-Conduct Scrubbers, White (#99)	Box	\$ 47.50
Tape, Clean Room	Roll	\$ 24.50
Wipes, Unt Free	Pak	\$ 35.00
Wipes, Presaturated IPA/DI	Pak	\$ 20.50
Wipes, Standard Clean Room	Pak	\$ 29.00
Wipes, Ultra Clean Room	Pak	\$ 62.00

ENVIRONMENTAL		
Asbestos Glove Bag	Ea.	\$ 34.00
Breathing Air, Type K Bottle	Ea.	\$ 55.50
Cartridge, MSA Combination	Ea.	\$ 16.50
Protective Suits (Acid)	Ea.	\$ 84.50
Protective Suits (Level A, fully encapsulating)	Ea.	\$ 1,570.50
Protective Suits (PolyPro Asbestos)	Ea.	\$ 8.00
Protective Suits (Saranex Chemical)	Ea.	\$ 31.00
Sorbent Boom	Ea.	\$ 67.00
Sorbent Pad	Ea. \$ 10.50 Bale	\$ 101.00
Sorbent Pillows	Ea.	\$ 25.50
DRUMS	15g 30g 55g	
Drum, Poly Closed Top	Ea. \$ 42.00 \$ 49.50	\$ 70.00
Drum, Poly Open Top	Ea. \$ 45.50 \$ 53.50	\$ 76.00
Drum, Steel Closed Top	Ea. \$ 34.00 \$ 40.00	\$ 55.50
Drum, Steel Open Top	Ea. \$ 36.00 \$ 47.50	\$ 67.00
Drum, Steel Salvage, 85 Gallon	Ea.	\$ 168.00
Drum, Poly Overpack, 95 Gallon	Ea.	\$ 257.50
Drum, Steel Overpack, 110 Gallon	Ea.	\$ 504.50

HVAC		
HVAC Air Blast Nozzle, Replacement	Ea.	\$ 50.00
HVAC Air Whip, Multi Head, Replacement	Ea.	\$ 65.00
HVAC BBJ Freshduct / Microbiocide	15oz	\$ 50.00
HVAC Cleaner Degreaser	Gal	\$ 17.00
HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30'	Roll	\$ 24.75
HVAC Coil Cleaner	Gal	\$ 47.75
HVAC Collection Machine Filters (Pleated & Bag)	Ea.	\$ 58.00
HVAC Collection Machine HEPA Filter	Ea.	\$ 340.40
HVAC Duct Liner 1" - 3"x100'	Roll	\$ 400.00
HVAC Duct Mastic	Gal	\$ 29.00
HVAC Encapsulant, Antimicrobial (Foster)	Gal	\$ 82.00
HVAC Fiberlock	Gal	\$ 72.00
HVAC HEPA Vac Collection Bag & Filter Protector	Ea.	\$ 10.00
HVAC HEPA Vac Filters (Pascon Filter Bag & Impaction)	Ea.	\$ 60.00
HVAC HEPA Vac HEPA Filter	Ea.	\$ 285.00
HVAC Propane Fill Charge	Cylinder	\$ 45.00
HVAC Rotary Brush Head, Replacement	Ea.	\$ 114.25
HVAC Rotary Brush System, Replacement Core	Ea.	\$ 40.00
HVAC Sheetmetal Blank	Ea.	\$ 17.00
HVAC Sheetmetal Screw	Box 100	\$ 21.50
HVAC Spray Adhesive	Can	\$ 24.00
HVAC Unibit	Ea.	\$ 82.00
HVAC Vacuum Brush Head - Replacement	Ea.	\$ 24.00

SAFETY		
Boots, Chemical PVC	Per Pair	\$ 45.50
Dust Mask	Ea.	\$ 2.00
Gloves, Cotton (Includes Liners)	Per Pair	\$ 2.25
Gloves, Latex (Surgical)	Box 100	\$ 23.50
Gloves, Leather	Per Pair	\$ 8.00
Gloves, Nitrile	Per Pair	\$ 5.30
Gloves, Nylon Inspection	Per Pair	\$ 0.50
Protective Suits (Tyvek)	Ea.	\$ 18.50
Respirator, N95	Ea.	\$ 3.50
Respirator, P100	Ea.	\$ 10.50
Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 36.00
Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 8.50

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.

EXHIBIT B - No Hostage Policy



Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

**Authority: Title 15; Section 1327;
California Code of Regulations**

Date Revised: February 1, 2008

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

I. HOSTAGE SITUATION PROCEDURES

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
 1. Summon assistance from other officers as required.
 2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
 3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
 4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
 5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.
- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:

1. The number and identity of both the hostages and hostage takers;
 2. Any known weapons possessed by the hostage takers;
 3. The demands of the hostage takers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

II. PARENTAL AND MEDIA INFORMATION

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

III. SECURITY AND OPERATIONAL REVIEW

- A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

Exhibit C – “NO HOSTAGE” POLICY

EFFECTIVE DATE: 12-18-89

REVISED: 08-06-90, 12-25-94, 05-06-96, 09-01-99,
12-01-10

APPROVED BY: Sheriff M. Mims

BY: Assistant Sheriff T. Gattie

AUTHORITY: California Code of Regulations, Title 15, Section 1029(a)(7)(B)
and Penal Code Section 236.

PURPOSE:

The purpose of this policy is to establish procedures which provide for the resolution of a hostage-taking incident while preserving the safety of staff, public, inmates, and hostages, and maintaining facility security.

POLICY:

The Fresno County Sheriff's Office Jail Division maintains a **NO HOSTAGE FACILITY** and will not consider bargaining with hostage takers for ANY reason.

It is the policy of the Fresno County Sheriff's Office Jail Division that once any staff member is taken hostage, they immediately lose their authority and any orders issued by that person will not be followed regardless of their rank or status.

It is the policy of the Fresno County Sheriff's Office Jail Division that the primary responsibility of all staff members in a hostage situation is to protect every person involved, if possible, from serious injury or death.

PROCEDURES:

I. DEFINITION

HOSTAGE SITUATION: any staff member, citizen or inmate held against their will by another person for the purpose of escape, monetary gain or any reason which may place an individual in danger of losing life or suffering serious injury.

II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

A. Emergency procedures and notifications shall be implemented as per Emergency Planning procedures (B-101/FILE: EMERGENCY).

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In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

The definition above will be utilized for purposes of completing this disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

Exhibit E

NOTICE OF INTENT TO COMPLY WITH DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS FOR PUBLICLY FUNDED PROJECTS

Request for DIR Project ID#

CLIENT NAME: _____ BELFOR JOB# _____

If a project is paid for using any public funds, the Department of Industrial Relations (DIR) requires an awarding body to register that publicly funded project on the DIR's online system.

As of August 1st, 2016, the DIR now requires contractors on publicly funded projects to submit Certified Payroll Reports to the Labor Commissioner directly through the DIR's online system. To do this, the awarding body must produce to the contractor the "Project ID" number assigned to the project. The DIR assigns this number to the project when the awarding body registers it with the DIR.

If you have already registered the project with the DIR and received the DIR Project No., please provide it here

DIR PROJECT ID#

If you have not already done so, please register the project on the DIR website at <http://www.dir.ca.gov/Public-Works/Awarding-Bodies.html> and then click on "Project Registration". To make this process easier, please use the information that BELFOR has provided below when completing your registration.

PROJECT INFORMATION

☐ Belfor USA Group, Inc.

☐ Belfor Environmental, Inc.

PWCR# _____ CONTRACTOR LICENSE# _____

BELFOR MAILING ADDRESS _____

DOLLAR AMOUNT OF CONTRACT/ESTIMATED AMOUNT OF CONTRACT \$ _____

ESTIMATED STARTING DATE _____ ESTIMATED COMPLETION DATE _____

CLASSIFICATION OF WORKERS: (Circle all that Apply)

LABORER

CARPENTER

DRYWALL INSTALLER

PAINTER

DRYWALL FINISHER

ASBESTOS/LEAD

OTHER: _____

PLEASE SEE PAGE 2 FOR ANY SUBCONTRACTOR INFORMATION

DISCLAIMER: This Notice is for informational purposes only and not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to any particular issue or problem. Use of and access of this Notice or any link within this Notice does not create an attorney-client relationship between Contractor and the awarding body.

