

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
SERVICES CONTRACT
(Emergency Response
Property Damage Restoration)
(Buyboard # 591-19)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Belfor Usa Group, Inc.** (hereinafter "BELFOR USA"). Customer agrees to engage BELFOR USA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. BELFOR USA Service Agreement (Basic Plan);
- B. This Williamson County Addendum;
- C. BuyBoard Contract #591-19; and
- D. Any necessary insurance certificates.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in the contract relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

Compliance with All Laws: BELFOR USA agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith: BELFOR USA agrees to act in good faith in the performance of the contract relevant to this addendum.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving fourteen (14) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Right to Audit: BELFOR USA agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books,

documents, papers and records of BELFOR USA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. BELFOR USA agrees that Customer shall have access during normal working hours to all necessary BELFOR USA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give BELFOR USA reasonable advance notice of intended audits. In no circumstances will BELFOR USA be required to create or maintain documents not kept in the ordinary course of BELFOR USA's business operations, nor will BELFOR USA be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

IX.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

X.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

BELFOR USA:

Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Dec 8, 2020 16:12 CST)

Authorized Signature

Date: Dec 8, 2020, 2020

Paul Suchowski
75D415CC81A72A4B240E15240965248 contractworks

Authorized Signature
Date: November 5, 2020

RED ALERT® Service Agreement –Basic Plan



This **RED ALERT®** AGREEMENT by and between BELFOR USA GROUP, INC. ("BELFOR"), a Colorado Corporation, with Corporate Headquarters located at 185 Oakland Avenue, Suite 150, Birmingham, MI 48009 and Williamson, County, Texas, whose address is 100 Wilco Way, Suite P101, Georgetown, TX 78626 ("Client") is entered into upon the following terms and conditions.

1. The purpose of this Agreement is to establish the basis upon which BELFOR will provide to Client any **RED ALERT®** emergency services, restoration services, mitigation services or reconstruction services ("Services").
2. Upon execution of: (1) this **RED ALERT®** Service Agreement and (2) a **RED ALERT®** Work Authorization, (Exhibit "A") Client is deemed an Emergency Client and authorizes BELFOR to respond to a loss for the Client in accordance with the terms of this Service Agreement.
3. Client intends to waive all standard procurement procedures in order to accommodate the emergency nature of the Services and to mitigate any further loss.

BELFOR Contact:

Name: Scott Lindeen
Phone Number: (512) 610-3015
Address: 11525-B Stonehollow Dr., Suite 235, Austin, TX 78758
Email: scott.lindeen@us.belfor.com

Client Contact:

Name: _____
Phone Number: _____
Address: _____
Email: _____

The parties hereto understand and agree to the terms and conditions of this Agreement, acknowledge the receipt and sufficiency of mutual consideration contained herein, and Client declares that they are authorized to bind their company into this Agreement, and only a BELFOR Officer is authorized to sign.

BELFOR USA GROUP, INC.

Paul Suchowski
Signature by an Officer of BELFOR USA works.

Paul Suchowski, Controller
Name and Title

11/03/2020
Date

CLIENT: Williamson County, Texas

Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Dec 8, 2020 16:12 CST)

Signature

Judge Bill Gravell Jr. County Judge
Name and Title

Dec 8, 2020
Date

1. Service Plan Term

This Agreement is binding upon full signing hereof (the "Effective Date"), and shall continue for a period of exactly three (3) years from such date. Either party may terminate this Agreement by providing thirty (30) days written notice. If this Agreement is not terminated during the first three-year term, the Agreement will continue in full force and effect for consecutive terms of three (3) years each. Any termination request must be made in writing to the other party.

2. Definitions

Basic Plan: Should any loss occur, insured or otherwise, BELFOR shall provide Basic Level RED ALERT® Clients with emergency services prior to any other potential or existing BELFOR client that is not classified as a Premium Plus Level RED ALERT® Client. BELFOR reserves the right to prioritize response to Clients within the same class at its sole discretion. After receiving an initial response from BELFOR, or if Client declines, or fails, to notify BELFOR that such Client requires an immediate response for a property BELFOR reserves the right to initiate a response to other Clients.

3. BELFOR Obligations

BELFOR shall use best efforts to respond as immediately as possible from the time they are contacted by Client.

4. Client Obligations

Upon the occurrence of a loss, immediately notify BELFOR of any Property, in need of a response by using the 24-Hour Hotline. Shortly after contacting BELFOR, Client shall expeditiously set up its accounting system, and discuss with its insurer the requisite information, in order to facilitate payment to BELFOR for services under this Agreement.

5. Payments & Invoicing

All charges on invoices presented by BELFOR are based upon the "BELFOR Rate and Material Schedule" (attached as Exhibit "B") or by other Agreements signed between BELFOR and the Client, and will be paid no later than 30 days from the receipt of invoice by the Client unless Client disputes any amount charged in writing and the dispute is grounded in good faith and Client's reasonable judgment. In the event of any such dispute, Client shall pay the undisputed portion in accordance with the foregoing and the parties shall seek to resolve the disputed amount as soon as reasonably practicable. Notwithstanding the foregoing, BELFOR's payment will not be affected by disputes between the Client and its insurer or dependent upon the insurer's payment or approval of BELFOR's invoices or charges. The Client assigns to BELFOR its right, title and interest in any and all insurance proceeds to the extent required to cover payment for work performed. Notwithstanding the foregoing, the Client is ultimately liable for any charges for work performed under this Agreement. BELFOR reserves the right to allow prices changes upon thirty (30) days notice to the Client.

Interest on any unpaid balance shall be charged at the rate of 1.5% per month. If payment is not timely made, on submitted invoices, BELFOR reserves the right to cease any work, whether present or future, until BELFOR is fully paid, including interest, for services performed.

6. Indemnification

To the fullest extent permitted by law, BELFOR shall indemnify and hold harmless the Owner, and the Owner's officers, directors, members, agents, and employees, from all claims for bodily injury, death, and property damage (including reasonable

attorney fees and court costs) to the extent caused by the negligent acts or omissions of BELFOR, its subcontractors, or anyone employed by either one of them for whose acts they may be liable. BELFOR shall be entitled to reimbursement of any defense costs paid above BELFOR's percentage of liability for the underlying claim. To the fullest extent permitted by law, Owner shall indemnify and hold harmless BELFOR, and BELFOR's officers, directors, members, agents, and employees, subcontractors or anyone employed by any of them for whose acts any of them may be liable from all claims for bodily injury and property damage (including reasonable attorney fees and court costs and expenses) to the extent caused by the negligent acts or omissions of Owner, or Owner's officers, directors, members, agents, employees, and subcontractors. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim. Except for obligations to make payment under this agreement, in no event shall either party be liable the other party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, any breach of this agreement, regardless of (a) whether such damages were foreseeable, (b) whether or it was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In no event shall BELFOR's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to BELFOR under this Agreement in the twelve-month period preceding the event

giving rise to the claim. BELFOR shall have no liability for, and shall be indemnified and held harmless from and against, all claims, damages, liabilities, and costs arising out of or relating to the presence, discovery, or failure to discover, remove, address, remediate or cleanup environmental or biological hazards including, but not limited to, mold, fungus, hazardous waste, substances or materials, or asbestos unless contracted on a Red Alert® Work Authorization to perform hazmat discovery, mold remediation or abatement services.

7. Insurance

BELFOR shall, during the performance of this Agreement, maintain the appropriate and customary insurance coverages with insurers in good standing and authorized to do business under the laws of the State(s) where performance occurs.

8. Assignment

Neither the Client nor BELFOR may assign or otherwise transfer its rights, obligations, and/or duties under this Agreement without the prior written consent of the other unless those assignments are to subsidiaries, affiliates or other owned company. Any prohibited assignment is void. Nothing contained in this Article shall be deemed or construed to prevent BELFOR from subcontracting out all or a portion of the services provided hereunder, provided, however, that in such event, BELFOR will remain ultimately responsible for the delivery of the services set forth herein and in any Work Authorization.

9. Warranty

BELFOR warrants to Client that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; that all labor, installation, materials and equipment used or incorporated into the Work will be of

good quality, installed in a good and workmanlike manner, and free from defects; and the Work will conform with the requirements of this Agreement and all applicable codes. The foregoing Warranty shall commence on the date of the project's completion and continue for a period of one (1) year. If required by Client, BELFOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. BELFOR's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BELFOR, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. All warranties are contingent upon full and final payment to BELFOR.

10. Regulatory Compliance, Permits & Safety

BELFOR and its employees, agents, and subcontractors will comply with all federal, state and local laws, rules and regulations applicable to this Agreement or to the performance of services rendered hereunder. BELFOR will secure and pay for any and all permits and licenses required in the performance of the services. BELFOR will abide by all local, OSHA and federal safety laws. BELFOR shall take all necessary precautions for the safety of its employees and all other persons who may be affected by their work.

11. Force Majeure

BELFOR cannot be held liable for not meeting its obligations under this Agreement or Work Authorization due to circumstances that prevent BELFOR from performing under this Agreement. Those circumstances include but are not limited to: acts of war, local quarantine or evacuation order, acts of God, continuing severe weather, order by court or governmental authority or other circumstances beyond BELFOR's control. Under such circumstances, BELFOR will promptly notify you as a RED ALERT® Client on a priority basis when such conditions make it impossible or impractical to respond.

12. Attorney's Fees

The prevailing party to any legal action or extra-judicial proceeding relating to this Agreement shall be entitled to recovery of its reasonable attorney's fees, costs, expert fees and other reasonable expenses incurred. The determination of the "prevailing party" shall be based upon the party who prevails upon the matters actually litigated and shall not be determined solely based upon the party receiving a net monetary recovery.

13. Survival

The provisions of this Agreement, which by their nature survive termination of this Agreement or final completion thereof, including, without limitation, all warranties, indemnities and payment obligations shall remain in full force and effect after final completion or any termination of this Agreement.

14. Entire Agreement

This Agreement, its Exhibits, and the RED ALERT® Work Authorization are the final, full and complete agreement between the Client and BELFOR with respect to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the parties are superseded. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

15. Governing Law

This Agreement will be interpreted and enforced under the law where the Work was performed without regard to laws of any other jurisdiction.

16. Jurisdiction of Work.

The Work performed under this Contract is limited to the continental U.S. Owner acknowledges and agrees to enter into a separate country specific annex, agreement, or work authorization for any Work to be performed outside of the continental U.S.

EXHIBIT A

RED ALERT® Work Authorization

The following **RED ALERT®** client authorizes BELFOR to proceed:

RED ALERT® Client Name

represents that they are authorized signors for the hereinafter specified property (and/or its contents) and hereby authorize and direct BELFOR USA Group Inc. ("BELFOR") to provide all labor, equipment and materials required to properly repair the specified real property, structure or contents commonly known as (the loss location):

Address City State Zip

BELFOR agrees to perform work as specified under the **RED ALERT®** Service Agreement executed between the companies. If a Pre-incident Site Assessment Plan (under the Premium Plus Plan) has been agreed to in writing for this location, it will also be part of this agreement and BELFOR will be authorized to proceed with its implementation. BELFOR is authorized to proceed with the following work (or work described as attached):

The undersigned parties agree to this Work Authorization and BELFOR will proceed accordingly,

BELFOR Manager

RED ALERT® Client

Insurance Company

RED ALERT® Plan

_____/_____/_____
RED ALERT® No. Date of Authorization

General Conditions

In the event that Client and BELFOR do not enter into a contract as described above, BELFOR shall invoice Client for all work performed hereunder plus any associated costs, all in accordance with the terms of the **RED ALERT®** Service Agreement payable in 30 days. Client agrees to pay BELFOR's invoice. This Agreement is not binding upon BELFOR unless the Client is in current good standing with BELFOR and the terms of the **RED ALERT®** Service Agreement. If for any reason the amount due under this Work Authorization is not paid when due, BELFOR shall be entitled to its expenses and attorneys fees incurred in the enforcement of this agreement with interest on the unpaid balance at the rate of 1.5% per month or the rate prescribed by law. BELFOR is not liable for any Public Adjuster fee. In the event of a conflict, the terms of the **RED ALERT®** Service Agreement will govern.

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)

Effective Date: **April 2020**



§ I.

| RATES AND INVOICE CONDITIONS | | | |
|--|---|--|----------------------|
| CODE | ITEMIZED SCHEDULED LABOR CLASSIFICATIONS | | REGULAR RATE / HR |
| PROJECT MANAGEMENT: ^{1,3} | | | |
| APM | Assistant Project Manager | | \$ 73.00 |
| PM | Project Manager | | \$ 108.00 |
| PE | Project Estimator | | \$ 117.00 |
| SPM | Senior Project Manager | | \$ 133.00 |
| PC | Project Coordinator | | \$ 162.00 |
| GENERAL CLASSIFICATIONS: ^{1,2,3} | | | |
| GL | General Labor | | \$ 36.00 |
| AA | Administrative Assistant | | \$ 40.00 |
| LF | Labor Foreman | | \$ 41.00 |
| MS | Mobilization Support | | \$ 44.00 |
| TD | Truck Driver | | \$ 52.00 |
| DMT | Demolition Technician | | \$ 52.00 |
| RCO | Resource Coordinator | (Supply Technician) | \$ 54.00 |
| PA | Project Auditor | (Documentation Clerk) | \$ 59.00 |
| EO | Equipment Operator | | \$ 62.00 |
| HSO | Health & Safety Officer | | \$ 92.00 |
| RESTORATION SERVICES (General): ^{1,2,3} | | | |
| RT | Restoration Technician | | \$ 54.00 |
| RS | Restoration Supervisor | | \$ 59.00 |
| DT | Dehumidification Technician | | \$ 70.00 |
| MT | Mold Technician | (Remediation Technician or Supervisor) | \$ 70.00 |
| RECONSTRUCTION SERVICES: ^{1,2,3} | | | |
| PT | Painter | | \$ 67.00 |
| DP | Drywall Installer/Finisher | | \$ 73.00 |
| CR | Carpenter | (Framer/Finish) | \$ 78.00 |
| TF | Trade Foreman | (Commercial Supervision) | \$ 81.00 |
| TECHNICAL SERVICES: ^{1,2,3} (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold) | | | |
| TN | Technician | | \$ 75.00 |
| TS | Technical Specialist | | \$ 83.00 |
| TL | Team Leader | | \$ 95.00 |
| TMR | Technician, Machinery Rebuild | | \$ 102.00 |
| SEMICONDUCTOR SERVICES: ^{1,2,3} | | | |
| DTA | Decon Technician Assistant | | \$ 70.00 |
| DC | Decon Technician | | \$ 83.00 |
| DTL | Decon Team Leader | | \$ 95.00 |
| DE | Decon Engineer | | \$ 164.50 |
| ENVIRONMENTAL SERVICES: ^{1,2,3} | | | |
| HT | Hazmat/Asbestos Technician | | \$ 70.00 |
| HLT | Hazmat/Asbestos Lead Technician | | \$ 78.00 |
| HEO | Hazmat/Asbestos Equipment Operator | | \$ 83.00 |
| HS | Hazmat/Asbestos Supervisor | | \$ 91.00 |
| HPM | Hazmat/Asbestos Project Manager | | \$ 108.00 |
| 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 | see section I.IV Consulting Expenses | \$ 300.00 |
| CFE | Appraisal & Umpire fees | | \$ 300.00 |

- ¹ In New York City, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean, a multiplier of 1.35 will be applied to the regular hourly rate. Note: The NYC rate applies to a seventy five mile radius from the borough of Manhattan and all of Long Island.
- ² In the states of CA and WA a multiplier of 1.25 will be applied to the regular hourly rate.
- ³ Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all scheduled labor, scheduled equipment, scheduled consumables and 5% will be added to the markup for all vendors, unscheduled equipment, unscheduled material invoices.

§ I.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 §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.

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.

§ I.

RATES AND INVOICE CONDITIONS

§ I.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). If a meeting is requested by the client that involves travel BELFOR will bill for travel expenses at documented cost plus 15%.

§ 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 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

§ 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, 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.
- 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 15% mark-up will be added to the total of all reimbursables.
- 2). Standard per diem rates are \$55 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). The 1.25 multiplier will be applied for CA and WA (\$68.75). 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.
- 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 5).
- 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.

§ VI. 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.
- 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 (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...

§ 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 B)

Effective Date: April 2020



ITEMIZED SCHEDULED EQUIPMENT³

| EQUIPMENT DESCRIPTION | UNIT | RATE |
|--|-----------|-------------|
| AIR MOVERS/COMPRESSORS/ACCESSORIES | | |
| Air compressor, gas/electric | Ea / Day | \$ 41.00 |
| Air compressor, tow behind | Ea / Day | \$ 130.00 |
| Air movers/carpet blowers | Ea / Day | \$ 33.00 |
| Octidry Bag or Direct it In (attachment) | Ea / Day | \$ 33.00 |
| Injectdry Unit | Ea / Day | \$ 144.00 |
| Manometer | Ea / Day | \$ 91.00 |
| BLAST/POWER WASH UNITS | | |
| Blasting Unit, Agri/Soda | Ea / Day | \$ 713.00 |
| Dry Ice Blaster w/Accessories | Ea / Day | \$ 1,071.00 |
| Soda Blaster | Ea / Day | \$ 1,063.00 |
| Washer, High Pressure (cold) | Ea / Day | \$ 110.00 |
| Washer, High Pressure (hot) | Ea / Day | \$ 137.00 |
| CLEANING/VACUUMS/EXTRACTION | | |
| Buffer, Floor | Ea / Day | \$ 41.00 |
| Carpet Cleaning Machine | Ea / Day | \$ 83.00 |
| Dry Cleaning Unit (portable) | Ea / Day | \$ 157.00 |
| Extraction Unit (portable) | Ea / Day | \$ 171.00 |
| Extraction Unit (Truck or Trailer mount) | Ea / Day | \$ 618.00 |
| Floor cleaning system (walk behind) | Ea / Day | \$ 261.00 |
| HEPA Filtration Unit / Air Scrubber | Ea / Day | \$ 156.00 |
| Ion Air Cleaning System | Ea / Day | \$ 52.00 |
| Steam Cleaner (Trailer) | Ea / Day | \$ 267.00 |
| Upholstery Machine/Lady Vac (steam cleaner) | Ea / Day | \$ 69.00 |
| Vacuum, HEPA | Ea / Day | \$ 100.00 |
| Vacuum, Insulation Machine | Ea / Day | \$ 99.00 |
| Vacuum, Upright, Wet/Dry or Canister | Ea / Day | \$ 38.00 |
| Zip Poles, Set of 6 | Ea / Day | \$ 30.00 |
| LIGHTS | | |
| Light, Balloon | Ea / Day | \$ 121.00 |
| Light, Tower Mobile (400 WT diesel) | Ea / Day | \$ 171.00 |
| Light, Wobble (37 inches) | Ea / Day | \$ 48.00 |
| MISC. | | |
| Heat Gun, Shrink Wrap | Ea / Day | \$ 83.00 |
| Ride on Flooring Stripper (includes blades) | Ea / Day | \$ 1,320.00 |
| Saw, Demo | Ea / Day | \$ 117.00 |
| Saw, Kett | Ea / Day | \$ 39.00 |
| X-Ray Dryer | Ea / Day | \$ 171.00 |
| X-Ray Separation Tank | Ea / Day | \$ 514.00 |
| ODOR CONTROL/DISINFECTION | | |
| Fogger, Commercial | Ea / Day | \$ 124.00 |
| Fogger, ULV / Thermal (electric) | Ea / Day | \$ 44.00 |
| Ozone Generator | Ea / Day | \$ 137.00 |
| Smoke Machines (small) | Ea / Day | \$ 110.00 |
| Vapor Shark | Ea / Day | \$ 44.00 |
| POWER | | |
| Electrical Distribution (Spider Box) | Ea / Day | \$ 83.00 |
| Generator (portable) | Ea / Day | \$ 137.00 |
| PUMPS | | |
| Pump, Sump / Flood | Ea / Day | \$ 38.00 |
| Pump, Trash with Hose, 2" | Ea / Day | \$ 153.00 |
| DRYING/TEMP/HUMIDITY CONTROL | | |
| Moisture Meter | Ea / Day | \$ 23.00 |
| Camera, IR | Ea / Day | \$ 25.00 |
| Dehumidification, Dehumidifier -100 to 140 AHAM Pints | Ea / Day | \$ 150.00 |
| Dehumidification, Desiccant -500/600 cfm | Ea / Day | \$ 446.00 |
| Dehumidification, Desiccant -2000/2250 cfm | Ea / Day | \$ 627.00 |
| Dehumidification, Desiccant -3500 cfm | Ea / Day | \$ 1,105.00 |
| Dehumidification, Desiccant -5000-6000 cfm | Ea / Day | \$ 1,497.00 |
| Dehumidification, Desiccant -10000 / 12000 cfm | Ea / Day | \$ 2,352.00 |
| Dehumidification, Desiccant -15000 cfm | Ea / Day | \$ 4,036.00 |
| Dehumidification, Desiccant -25000 cfm | Ea / Day | \$ 6,388.00 |
| Dehumidification/Cooling -1 Ton Spot Cooler | Ea / Day | \$ 178.00 |
| Dehumidification/Cooling -DX Unit -20 / 30 ton | Ea / Day | \$ 1,425.00 |
| Dehumidification/Cooling -DX Unit -60 / 70 Ton | Ea / Day | \$ 2,246.00 |
| Dehumidification/Cooling - Chiller 100 to 400 Ton | Ton / Day | \$ 29.00 |
| Dehumidification, Heater -20 kW | Ea / Day | \$ 176.00 |
| Dehumidification, Heater -50 kW | Ea / Day | \$ 393.00 |
| Dehumidification, Heater -100 kW | Ea / Day | \$ 535.00 |
| Dehumidification, Heater -150 kW | Ea / Day | \$ 641.00 |
| Dehumidification, Heater, Indirect Fired up to 500,000btu + fuel | Ea / Day | \$ 1,033.50 |
| Heater, Electric -1500 watt | Ea / Day | \$ 17.00 |
| Heater, Propane/Torpedo-direct fired + fuel | Ea / Day | \$ 61.00 |
| Electrostatic Sprayer | Ea / Day | \$ 150.00 |

| EQUIPMENT DESCRIPTION | UNIT | RATE |
|--|-------------|-------------|
| TRUCKS, VEHICLES, TRAILERS (rate does not include fuel) | | |
| BELFOR Command Center | Ea / Day | \$ 550.00 |
| Mobile Office | Ea / Day | \$ 72.00 |
| Mobile Warehouse (Trailer Only) | Ea / Day | \$ 171.00 |
| Trailer, Freezer | Ea / Day | \$ 165.00 |
| Truck, Dump Service (Pickup Truck) | Ea / Day | \$ 105.00 |
| Truck, Dump-Trip Charge | Ea / Day | \$ 165.00 |
| Truck, Moving/Box/Board up | Ea / Day | \$ 171.00 |
| Truck (Cab) or Trailer (Flatbed, Transfer, etc) | Ea / Day | \$ 137.00 |
| Vehicle, Pickup, SUV or Car | Ea / Day | \$ 76.00 |
| Vehicle, Truck 1 Ton 4x4 Lift gate | Ea / Day | \$ 182.00 |
| Vehicle, Van (1 per 10 Passenger or Cargo) | Ea / Day | \$ 124.00 |
| DUMPSTERS & STORAGE | | |
| Dumpster, 20 yd (max weight 4 Tons) | Per Load | \$ 605.00 |
| Dumpster, 30 yd (max weight 6 Tons) | Per Load | \$ 770.00 |
| Dumpster, 40 yd (max weight 8 Tons) | Per Load | \$ 935.00 |
| BELFOR Pods 8'x7' 12' x 7' | Per Month | \$ 259.00 |
| BELFOR Pods (set up & breakdown) | Per Pod | \$ 330.00 |
| Storage Vaults | Per Month | \$ 138.00 |
| ELECTRONICS / MECHANICAL | | |
| Cart, Electronic Decontamination | Ea / Day | \$ 69.00 |
| Cleaning Room, HEPA filtered | Ea / Day | \$ 1,076.00 |
| Crane, A-Frame (1 ton) | Ea / Day | \$ 153.00 |
| Crane, Overhead (2 Ton, monorail 38 feet) | Ea / Day | \$ 850.00 |
| Decon Room | Per Project | \$ 567.00 |
| DI Water System | Ea / Day | \$ 44.00 |
| Documentation Kit (digital camera/photo printer) | Ea / Day | \$ 76.00 |
| Electrical Distribution (120 Amp Panel) | Ea / Day | \$ 206.00 |
| Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables) | Ea / Day | \$ 453.00 |
| Electronic Dehumidification Unit/Heating (KHT) | Ea / Day | \$ 247.00 |
| Gas Detector, ATI PortaSens II | Ea / Day | \$ 337.00 |
| HEPA Filtered Hood | Ea / Day | \$ 170.00 |
| HEPA Water Displacement Unit | Ea / Day | \$ 103.00 |
| Oven, Convection Drying (ULT) | Ea / Day | \$ 481.00 |
| Oven, Vacuum Drying | Ea / Day | \$ 685.00 |
| Quality Control Kit, (scientific instruments) | Ea / Day | \$ 206.00 |
| Reflectoquant Test Device | Ea / Day | \$ 113.00 |
| Sealer, Vacuum | Ea / Day | \$ 300.00 |
| Spray Booth with 2 sinks (portable) | Ea / Day | \$ 206.00 |
| Sprayer, Airless H.P. (Wagner) | Ea / Day | \$ 90.00 |
| Tool Handling Charge | Per Project | \$ 510.00 |
| Ultrasonic Bath, Portable | Ea / Day | \$ 357.00 |
| Ultrasonic Bath, Bench Top | Ea / Day | \$ 206.00 |
| Ultrasonic Dip Line, Industrial Multi-step | Ea / Day | \$ 3,702.00 |
| Vacuum, Clean Room | Ea / Day | \$ 170.00 |
| Wet Bench (portable) | Ea / Day | \$ 207.00 |
| Workstation (table, chair, lights, ESD) | Ea / Day | \$ 27.00 |
| ENVIRONMENTAL | | |
| Cascade Breathing Air System | Ea / Day | \$ 187.00 |
| Chemical Hose, Hazmat | Ea / Day | \$ 249.00 |
| Confined Space Entry System | Ea / Day | \$ 227.00 |
| Decontamination Shower/Filter | Ea / Day | \$ 159.00 |
| Jerome Mercury Vapor Analyzer | Ea / Day | \$ 278.00 |
| Mini-Rae (PID) | Ea / Day | \$ 198.00 |
| MSA Passport (O2, LEL, CO, H2S) | Ea / Day | \$ 227.00 |
| Personal Sample Pump | Ea / Day | \$ 32.00 |
| Pump, Diaphragm 1", Hazmat | Ea / Day | \$ 227.00 |
| Pump, Diaphragm 2", Hazmat | Ea / Day | \$ 340.00 |
| Self-Contained Breathing Apparatuses (SCBA-30Min) | Ea / Day | \$ 159.00 |
| Self-Contained Breathing Apparatuses (SCBA-5Min) | Ea / Day | \$ 125.00 |
| Trailer, Emergency Response, Hazmat | Ea / Day | \$ 340.00 |
| HVAC | | |
| HVAC, High Volume Tornado System | Ea / Day | \$ 105.00 |
| HVAC, Mobile Resource Unit | Ea / Day | \$ 171.00 |
| HVAC, Power and Manual Hand Tools | PP/Day | \$ 28.00 |
| HVAC, Rotary Brush Duct Cleaning System | Ea / Day | \$ 50.00 |
| HVAC, Service Vehicle / Trailer Combo | Ea / Day | \$ 137.00 |
| HVAC, High CFM HEPA Vacuum Collection System | Ea / Day | \$ 215.00 |
| HVAC Video / Tool Robotic Inspection System | Ea / Day | \$ 555.00 |
| HVAC, Viper Duct Cleaning System | Ea / Day | \$ 50.00 |
| SAFETY | | |
| Personal Fall Protection (PFP) | PP / Day | \$ 9.00 |
| Personal Protection Equipment (PPE) | PP / Day | \$ 5.00 |
| Personal Respiratory Protection (PRP) | PP / Day | \$ 9.00 |
| Respirator, PAPR | Ea / Day | \$ 91.00 |

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.

§ 111.1

ITEMIZED SCHEDULED CONSUMABLES ³

| CONSUMABLE DESCRIPTION | UNIT | RATE | CONSUMABLE DESCRIPTION | UNIT | RATE |
|---|---------------------|-------------|---|----------------------|-------------|
| BAGS | | | ELECTRONICS / MECHANICAL | | |
| Bags, Environmental Trash Bags | Ea. | \$ 3.30 | BELFOR-AC 14 Alkaline Cleaner 14 | Gal | \$ 37.00 |
| Bags, Insulation Machine (Vacuum) | Ea. | \$ 34.00 | BELFOR-AC 12 Alkaline Cleaner 12 | Gal | \$ 51.00 |
| Bags, Trash (each) | 3 mil \$ 0.90 6 mil | \$ 1.80 | BELFOR-CD 04-C Complex Deruster 04 C | Gal | \$ 80.00 |
| CLEANING-GENERAL | | | BELFOR-CD 13 Complex Deruster 13 | Gal | \$ 126.00 |
| Disinfectant-Bioesque | Gal | \$ 45.00 | BELFOR-EC 12 Electronics Cleaner | Gal | \$ 33.00 |
| BELFOR-All Natural Citrus Solvent Cleaner | Gal | \$ 37.00 | BELFOR-ESL Label Protection Lacquer | Ounce | \$ 19.00 |
| BELFOR-All Purpose Cleaner | Gal | \$ 12.00 | BELFOR-FC 10 Energized Cleaner | Gal | \$ 908.00 |
| BELFOR-All Purpose Spotter | Gal | \$ 25.00 | BELFOR-GC General Cleaner | Gal | \$ 31.00 |
| BELFOR-Carpet Rinse & Neutralizer | Gal | \$ 20.00 | BELFOR-HD 01 Hand Deruster 01 | Gal | \$ 43.00 |
| BELFOR-CIF Citroxif Lemon Scent | Ounce | \$ 1.10 | BELFOR-LP 40 Light Preserver 40 | Gal | \$ 80.00 |
| BELFOR-Concentrated Odor Counteractant & Smoke Elim. | Gal | \$ 34.00 | BELFOR-MPP Metal Polishing Paste | Ounce | \$ 17.00 |
| BELFOR-Extra Duty Cleaner Degreaser | Gal | \$ 19.00 | BELFOR-NC CR Neutral Cleaner CR | Gal | \$ 135.00 |
| BELFOR-Glass Cleaner | Gal | \$ 9.00 | BELFOR-NK One Step Cleaner and Preserver (electrical) | Pint | \$ 14.00 |
| BELFOR-Hand Cleaning Wipes | Tub | \$ 45.00 | BELFOR-OC24 Organic Cleaner 24 | Gal | \$ 51.00 |
| BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector | Gal | \$ 34.00 | BELFOR-OC62 Organic Cleaner 62 | Gal | \$ 35.00 |
| BELFOR-Multi-Purpose Restroom Cleaner | Gal | \$ 15.00 | BELFOR-O-SW Oil Black (Elect. Contacts Only) | Ounce | \$ 37.00 |
| BELFOR-Oil Preserver | Gal | \$ 51.00 | BELFOR-PM Polish Milk | Ounce | \$ 6.00 |
| BELFOR-Quarry & Hard Tile Cleaner | Gal | \$ 19.00 | BELFOR-SD 02 Sulfide Defroster | Gal | \$ 58.00 |
| BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner | Gal | \$ 28.00 | BELFOR-WP Wax Preserver | Gal | \$ 86.00 |
| Adhesive, Remover | Can | \$ 16.00 | Nitric Acid, Ultra Pure | Quart | \$ 170.00 |
| Alcohol, Isopropyl | Gal | \$ 87.00 | Apron, Chemical | Ea. | \$ 6.00 |
| Blocks, Odor Counteractant | Ea. | \$ 8.00 | Arm Sleeves, Chemical | Ea. | \$ 4.40 |
| Boot Covers, Latex | Per Pair | \$ 12.00 | Arsenic Test Kit | Per Test | \$ 6.00 |
| Brush, Scrub | Ea. | \$ 13.00 | Bags, Anti Static | Ea. | \$ 4.40 |
| Brushes, Pipe | Ea. | \$ 34.00 | Brady Cards | Ea. | \$ 8.00 |
| Brushes, Wire | Small \$ 5.50 Large | \$ 8.00 | Brush, Dispersion (Each) | Small \$ 5.50 Large | \$ 15.00 |
| Cleaner, Stainless Steel | Can | \$ 17.00 | Brush, Non Conduct | Ea. | \$ 12.00 |
| Disinfectant, Antimicrobial | Gal | \$ 56.00 | Chloride Quick Test Strips | Ea. | \$ 1.40 |
| Fogger, Thermo Deodorizer | Gal | \$ 39.00 | Cleaning / Decon Sticks | Ea. | \$ 1.50 |
| Mop Heads | Ea. | \$ 15.00 | Non-Conduct Scrubbers, Green (#7447) | Box | \$ 31.00 |
| Pad, Floor Buffer | Ea. | \$ 14.00 | Non-Conduct Scrubbers, Maroon (#96) | Box | \$ 86.00 |
| Pad, Foam Scrubbing | Pak | \$ 57.00 | Non-Conduct Scrubbers, White (#98) | Box | \$ 52.00 |
| Sponge, Particulate Removal (1.5"x3"x6") | Ea. | \$ 4.40 | Tape, Clean Room | Roll | \$ 27.00 |
| Sponge, Particulate Removal (3/4"x3"x6") | Ea. | \$ 2.20 | Wipes, Lint Free | Pak | \$ 39.00 |
| Steel wool | Ea. | \$ 1.20 | Wipes, Presaturated IPA/DI | Pak | \$ 23.00 |
| Thinner, Paint/Mineral Spirits | Gal | \$ 25.00 | Wipes, Standard Clean Room | Pak | \$ 32.00 |
| Vapor Shark Membrane | Ea. | \$ 58.00 | Wipes, Ultra Clean Room | Pak | \$ 68.00 |
| Wipes, Cotton Cloth/Workshop Rags | Lb. | \$ 6.00 | | | |
| Wipes, Wipe All | Pak | \$ 14.00 | | | |
| CONTENTS/PACK-OUT/STORAGE | | | ENVIRONMENTAL | | |
| BELFOR-Fabric Protector | Gal | \$ 44.00 | Asbestos Glove Bag | Ea. | \$ 37.00 |
| BELFOR-Lemon Oil Furniture Polish | Gal | \$ 6.00 | Breathing Air, Type K Bottle | Ea. | \$ 61.00 |
| BELFOR-Liquid Laundry Detergent | Gal | \$ 19.00 | Cartridge, MSA Combination | Ea. | \$ 18.00 |
| BELFOR-Premium Dish Detergent | Quart | \$ 7.00 | Protective Suits (Acid) | Ea. | \$ 93.00 |
| Boxes, Book | Ea. | \$ 6.00 | Protective Suits (Level A, fully encapsulating) | Ea. | \$ 1,728.00 |
| Boxes, Dish Pack | Ea. | \$ 7.00 | Protective Suits (PolyPro Asbestos) | Ea. | \$ 9.00 |
| Boxes, Slip Covers | Ea. | \$ 3.30 | Protective Suits (Saranex Chemical) | Ea. | \$ 34.00 |
| Boxes, Wardrobe/Specialty | Ea. | \$ 39.00 | Sorbent Boom | Ea. | \$ 74.00 |
| Cloths, Masslinn | Ea. | \$ 1.50 | Sorbent Pad | Ea, \$ 11.50 Bale | \$ 111.00 |
| Foam Blocks | Ea. | \$ 1.50 | Sorbent Pillows | Ea. | \$ 28.00 |
| Inventory Tags | Ea. | \$ 1.50 | DRUMS | | |
| Tape, Poly Box | Roll | \$ 3.30 | Drum, Poly Closed Top | Ea, \$ 46.00 \$54.00 | \$ 77.00 |
| Wrap, Bubble/Anti Static | Roll | \$ 93.00 | Drum, Poly Open Top | Ea, \$ 50.00 \$59.00 | \$ 84.00 |
| Wrap, Stretch | Roll | \$ 65.00 | Drum, Steel Closed Top | Ea, \$ 37.00 \$44.00 | \$ 61.00 |
| FILTERS | | | Drum, Steel Open Top | Ea, \$ 40.00 \$52.00 | \$ 74.00 |
| Filter, Charcoal (Carbon Activated) | Ea. | \$ 72.00 | Drum, Steel Salvage, 85 Gallon | Ea. | \$ 185.00 |
| Filter, HEPA | Ea. | \$ 254.00 | Drum, Poly Overpack, 95 Gallon | Ea. | \$ 283.00 |
| Filter, Pleated | Ea. | \$ 23.00 | Drum, Steel Overpack, 110 Gallon | Ea. | \$ 555.00 |
| Filter, Poly (Secondary) | Ea. | \$ 8.00 | | | |
| SHEETING/PLASTIC/FLOOR PROTECTION | | | HVAC | | |
| Duct, Lay Flat (500') with hog rings | Roll | \$ 514.00 | HVAC Air Blast Nozzle, Replacement | Ea. | \$ 55.00 |
| Plastic Sheeting, 1.5 mil (24 x 200) | Roll | \$ 48.00 | HVAC Air Whip, Multi Head, Replacement | Ea. | \$ 72.00 |
| Plastic Sheeting, 3 mil (20 x 100) | Roll | \$ 60.00 | HVAC BBJ Freshduct / Microbiocide | 15oz | \$ 55.00 |
| Plastic Sheeting, 6 mil (20 x 100) | Roll | \$ 90.00 | HVAC Cleaner Degreaser | Gal | \$ 19.00 |
| Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100) | Roll | \$ 351.00 | HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30' | Roll | \$ 27.00 |
| Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100) | Roll | \$ 435.00 | HVAC Coil Cleaner | Gal | \$ 53.00 |
| Plastic Sheeting, Carpet Protector | Roll | \$ 90.00 | HVAC Collection Machine Filters (Pleated & Bag) | Ea. | \$ 64.00 |
| Ram Board, (38" X 100') | Roll | \$ 168.00 | HVAC Collection Machine HEPA Filter | Ea. | \$ 374.00 |
| Red Rosin Paper (200 ft. roll) | Roll | \$ 27.00 | HVAC Duct Liner 1" - 3"x100' | Roll | \$ 440.00 |
| Scrim-Fire Rated (60"x100') | Roll | \$ 2,716.00 | HVAC Duct Mastic | Gal | \$ 32.00 |
| Sticky Mat (26"x32") | Ea. | \$ 98.00 | HVAC Encapsulant, Antimicrobial (Foster) | Gal | \$ 90.00 |
| SHRINK WRAP | | | HVAC Fiberlock | Gal | \$ 79.00 |
| Strapping, Woven HD | LF | \$ 0.10 | HVAC HEPA Vac Collection Bag & Filter Protector | Ea. | \$ 11.00 |
| Tape, Heat Shrink 2" | Roll | \$ 18.00 | HVAC HEPA Vac Filters (Dacron Filter Bag & Impaction) | Ea. | \$ 66.00 |
| Tape, Heat Shrink 4" | Roll | \$ 36.00 | HVAC HEPA Vac HEPA Filter | Ea. | \$ 314.00 |
| Tape, Heat Shrink 6" | Roll | \$ 54.00 | HVAC Propane Fill Charge | Cylinder | \$ 50.00 |
| Wrap, Shrink, 7 mil (45' x 145") | Roll | \$ 897.00 | HVAC Rotary Brush Head, Replacement | Ea. | \$ 126.00 |
| Wrap, Shrink, 12 mil (32' x 180") | Roll | \$ 1,667.00 | HVAC Rotary Brush System, Replacement Core | Ea. | \$ 44.00 |
| TAPE/ADHESIVE | | | HVAC Sheetmetal Blank | Ea. | \$ 19.00 |
| Adhesive, Spray | Can | \$ 8.00 | HVAC Sheetmetal Screw | Box 100 | \$ 24.00 |
| Tape, 2-way (2" x 60') | Roll | \$ 33.00 | HVAC Spray Adhesive | Can | \$ 26.00 |
| Tape, Barricade-Banner Guard (Caution, Danger, etc...) | Roll | \$ 31.00 | HVAC Unibit | Ea. | \$ 90.00 |
| Tape, Duct (2"x 60') | Roll | \$ 8.00 | HVAC Vacuum Brush Head - Replacement | Ea. | \$ 26.00 |
| Tape, Global | Roll | \$ 27.00 | | | |
| Tape, Painters-blue/red | Roll | \$ 9.00 | SAFETY | | |
| MISC | | | Boots, Chemical PVC | Per Pair | \$ 50.00 |
| Disposable Decontamination Unit | Ea. | \$ 458.00 | Dust Mask | Ea. | \$ 2.20 |
| Encapsulant, Antifungicidal | Gal | \$ 90.00 | Gloves, Cotton (includes liners) | Per Pair | \$ 2.50 |
| Encapsulant, Antimicrobial (Zinsser) | Gal | \$ 83.00 | Gloves, Latex (Surgical) | Box 100 | \$ 45.00 |
| Encapsulant, Soot | Gal | \$ 48.00 | Gloves, Leather | Per Pair | \$ 9.00 |
| Fasteners, Misc / Lock & Hasp | Ea. | \$ 33.00 | Gloves, Nitrile | Per Pair | \$ 8.50 |
| Floor Dry (40#) | Bag | \$ 17.00 | Gloves, Nylon Inspection | Per Pair | \$ 0.55 |
| Lock Box | Ea. | \$ 50.00 | Protective Suits (Tyvek) | Ea. | \$ 30.00 |
| Soda, Soda Blaster Material | Bag | \$ 39.00 | Respirator, N95 | Ea. | \$ 12.00 |
| Zipper (containment) | Ea. | \$ 13.00 | Respirator, P100 | Ea. | \$ 12.00 |
| | | | Respirator, HEPA + Particulate Replacement Filter | Ea. | \$ 40.00 |
| | | | Respirator, HEPA Replacement Pancake Filter | Ea. | \$ 9.00 |

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.

Williamson County

Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 11 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 12 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 13 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County to the extent vendor has been paid by County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 21 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 22 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

- 23 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 24 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 25 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 26 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 27 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 28 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 29 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 210 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 211 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 212 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 31 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 32 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 33 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 34 County will not reimburse for alcoholic beverages.
- 35 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 36 No meals purchased for entertainment purposes will be allowed.
- 37 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 41 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 42 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 43 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 51 The County will only reimburse up to a coach price fare for air travel.
- 52 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 53 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 54 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 55 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 61 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 62 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 63 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 64 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 65 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 66 Insurance purchased when renting vehicle may also be reimbursed.
- 67 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 71 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 72 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 81 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 108 Greeting cards
- 109 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Acknowledged:

BELFOR USA GROUP, INC.

By: Paul Suchowski
975D42FCC81A87AA32AFC1E249B6E249 contractworks.

Name/Title: Paul Suchowski, Controller

Date: November 5, 2020









Agenda item #29, 12.08.2020, Emergency Response Services, Belfor USA Group

Final Audit Report

2020-12-08

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