WATER/WASTEWATER REMOVAL AND SITE CLEANUP SERVICE AGREEMENT

This Water/Wastewater Removal and Site Cleanup Service Agreement ("Agreement") is made and entered into between the **SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("DISTRICT"), and **BELFOR USA GROUP, INC.**, a Colorado corporation, **D/B/A BELFOR PROPERTY RESTORATION** ("BELFOR").

RECITALS

WHEREAS, DISTRICT desires to retain a contractor that will respond 24 hours a day, 7 days a week, and promptly provide such water and wastewater removal and site cleanup services as the DISTRICT may request for any property that suffers a release of water or wastewater from DISTRICT owned and operated facilities; and

WHEREAS, BELFOR has represented that it has the personnel and expertise necessary to perform such services for the DISTRICT, and that it has performed similar services for other public and private entities; and

WHEREAS, BELFOR has represented that it has a successful record of completing work of the highest quality with competent staff in a thorough and timely manner; and

WHEREAS, the DISTRICT does not intend to request more service from BELFOR than is necessary to merely clean, sanitize and dry out a particular site as much as is practical to reduce health risks and to lessen the inconvenience to the owner and occupant thereof; and

WHEREAS, the DISTRICT will authorize BELFOR to perform services hereunder only upon the condition that the owner and/or occupant of the site acknowledges in writing that by so doing, the DISTRICT does not accept liability for any loss or damage that may have been caused and that the services performed by BELFOR are under no circumstances intended to constitute a full and complete restoration or repair of any damage that may have been sustained.

NOW, THEREFORE, in consideration of the promises set forth herein, the DISTRICT and BELFOR agree as follows:

1. <u>Scope of Services - General.</u> BELFOR represents that it currently has and will maintain at all times during the Term of this Agreement, a 24 hour a day, 7 day a week capability to provide upon request and in accordance with the response times and other provisions of this Agreement, the water and wastewater removal and site cleanup and

restoration services as described on Exhibit "A" (consisting of four pages), which is attached hereto and incorporated herein by this reference ("Scope of Services").

- 1.1 Site Specific Services. When the DISTRICT in its discretion notifies BELFOR that a site has suffered a release of water and/or wastewater from DISTRICT owned and operated facilities, the DISTRICT shall select from the Scope of Services the specific services ("Site Specific Services") required for such site. The DISTRICT will authorize BELFOR to perform such Site Specific Services in writing by delivering to BELFOR an executed Authorization to Conduct Cleaning form and a Wastewater Cleanup Worksheet ("Authorization"). Upon receipt of the written Authorization, BELFOR shall perform the Site Specific Services in accordance with the terms and provisions of this Agreement and the Authorization. The Site Specific Services authorized by the Authorization shall be limited to those and only those services described therein. Any additional services or treatments beyond those described in the Authorization must be approved in advance ("Additional Services"). Notwithstanding any other provision contained herein, BELFOR shall be under no obligation to perform services at a site if BELFOR reasonably believes that the owner and/or occupant has not been adequately apprised of the limited nature and scope of the services being provided.
- 2. Notification and Response. The DISTRICT will notify BELFOR of the need for Site Specific Services on a case-by-case basis by calling BELFOR by telephone at 303-425-9700, or such other telephone number as BELFOR shall hereinafter provide in writing to the DISTRICT. At the time the call is made by the DISTRICT, the DISTRICT shall state the property address where the Site Specific Services are desired, and indicate the type of water that needs to be removed (either potable water or wastewater) and the nature of the cleanup and restoration services anticipated. Upon receipt of a call from an authorized DISTRICT representative, BELFOR will respond within one and one half (1-1/2) hours on workdays during normal work hours and within two (2) hours during the evening, at night, on weekends, or on holidays. BELFOR will at all times maintain the capability of responding to at least two (2) different sites specified by the District at the same time. For purposes of this Agreement, the term "response by BELFOR" is defined as being on-site with an adequate number of personnel and proper equipment to commence performance of the Site Specific Services.
- 3. <u>Completion of Work.</u> All Site Specific Services required under this Agreement shall be performed in a timely manner and diligently completed once Authorization to proceed has been given by a DISTRICT representative. Under no circumstances, however, shall BELFOR be responsible for factors beyond BELFOR's control including, but not limited to, changed conditions, manufacturer's delay, acts of God, the work of other contractors, work not included in the initial Authorization, weather problems, or other factors outside of BELFOR's control which may delay job completion.

- 4. <u>24 Hour Answering Service</u>. BELFOR shall maintain at all times during the term of this Agreement, and at its sole cost, a 24 hour telephone message receiving service capable of receiving emergency calls and promptly conveying them to BELFOR to effectuate a timely and effective response to any site, as needed from time to time by the DISTRICT.
- 5. <u>Confidentiality of Information</u>. To the extent permitted by law, BELFOR shall retain in strictest confidence all information furnished by the DISTRICT or others during the performance of Site Specific Services including the results of any reports or investigations or observations made by BELFOR or communicated to BELFOR during its performance of Site Specific Services. BELFOR shall not disclose such information to others without the prior written consent of the DISTRICT.
- 6. <u>BELFOR's Warranty.</u> BELFOR guarantees that all Site Specific Services will be equal to or better than the standards of quality for such services as determined by prevailing community standards. BELFOR is not responsible for carpet or fabric variations, color variations due to material or process applications, or other product variances or defects. Except as noted above, BELFOR guarantees that all Site Specific Services including all labor and materials shall be free of defects, including defects in workmanship for a period of ninety (90) days from the date of invoice to the DISTRICT. BELFOR further guarantees that any Additional Services including such restoration related work as the DISTRICT shall authorize shall be free from defective materials and workmanship for a period of one year from the date said additional work is accepted by the DISTRICT.
- 7. <u>Compensation.</u> The DISTRICT shall compensate BELFOR for the Site Specific Services, and any Additional Services performed by BELFOR under this Agreement in accordance with the unit prices and rates set forth on Exhibit "B" (consisting of one page) which is attached hereto and incorporated herein by this reference. The compensation to BELFOR provided by this Agreement is entire and complete and BELFOR shall not receive any other compensation for the Site Specific Services, or Additional Services, if any, performed hereunder, unless agreed to in writing by the DISTRICT. It is further understood and agreed that BELFOR will contract with and pay directly all subcontractors retained by BELFOR for any of the Site Specific Services or portion thereof provided under this Agreement by a subcontractor.
- 8. <u>Approval of Subcontractors.</u> Except for the subcontractors, if any, identified in the Scope of Services, BELFOR shall not hire any subcontractor without the prior written approval of the DISTRICT'S representative. Such approval shall not be unreasonably withheld. BELFOR shall be responsible for the coordination of all work required to complete Site Specific Services regardless of whether such work is performed by BELFOR or one or more subcontractors. BELFOR shall bind each of its subcontractors to the terms of this Agreement. In the event that a subcontractor is unable or unwilling to

comply with any term or provision of this Agreement, BELFOR will inform the DISTRICT of the specific term or provision at issue. The DISTRICT may accept the lack of compliance to the terms of this Agreement on the part of the subcontractor or may request that a different subcontractor be retained. This Agreement is voidable by the DISTRICT if subcontracted in whole or in part by BELFOR without the express written consent of a DISTRICT representative.

9. Method of Payment. BELFOR shall invoice the DISTRICT for all Site Specific Services performed under this Agreement no later than 10 business days after the services have been completed and accepted by the DISTRICT. Invoices submitted by BELFOR shall include a description of the services rendered and an itemization of the charges contained therein and, where practicable, shall be supported by such data or documents substantiating BELFOR's right to payment as the DISTRICT'S manager may reasonably require, including but not limited to, the date the services were performed, the man-hours worked, the name, position and rate of each employee involved in the Site Specific Services, the equipment used and the number of hour used, and a list of materials, including actual and billed cost together with copies of requisitions from subcontractors and suppliers where applicable.

It is contemplated that all invoices submitted by BELFOR will normally be paid within thirty (30) days of receipt by the DISTRICT. Notwithstanding any other provision contained in this Agreement to the contrary, the DISTRICT shall have the right to refuse to pay all or any portion of an invoice that is inconsistent with this Agreement. The DISTRICT may reasonably delay payment until it can verify the accuracy of the invoice, obtain releases or waivers with respect to work covered in the invoice, or resolve a dispute with BELFOR regarding an invoice.

- 10. <u>Conflict of Interest.</u> BELFOR agrees that it shall not accept any employment during the term of this Agreement that creates a conflict of interest or compromises the effectiveness of BELFOR, or otherwise interferes with its ability to perform any Site Specific Services required by this Agreement. Nothing herein contained, however, shall preclude BELFOR from entering into an agreement with the owner or occupant of a particular premise for additional site restoration services beyond those authorized by the DISTRICT; provided, however, BELFOR shall at no time do or say anything that would adversely affect the DISTRICT or its relationship with its customer.
- 11. Records and Audits. BELFOR shall at all times maintain a system of accounting records in accordance with its normal billing procedures, together with supporting documentation for all Site Specific Services performed under this Agreement. BELFOR shall make available for audit and reproduction by the DISTRICT all records, in whatever form, related to any and all Site Specific Services performed under this Agreement. BELFOR shall provide such availability during the term of this Agreement and for two (2) years thereafter.

- 12. <u>Changes in Services.</u> The DISTRICT shall have the right to order additions, deletions or changes in any Site Specific Services authorized under this Agreement, so long as such changes are within the Scope of Services as attached to this Agreement as Exhibit "A". Request for material changes in Site Specific Services may be made by a DISTRICT representative orally or in writing provided, however, that oral requests shall be confirmed by a written request within two (2) days after the oral request. If the DISTRICT directs BELFOR to proceed with any material change, BELFOR shall be paid for the change as agreed by the parties.
- 13. <u>Independent Contractor.</u> In the performance of Site Specific Services and any Additional Services, BELFOR shall be, for all purposes, an independent contractor and not an employee or agent of the DISTRICT. BELFOR and its employees and any and all subcontractors shall in no way represent themselves to third parties as agents or employees of the DISTRICT.
- 14. <u>No Unemployment Insurance or Workers Compensation Benefits.</u> BELFOR is not entitled to unemployment insurance or workers compensation benefits as a result of the performance of Site Specific Services for the DISTRICT. BELFOR is required to provide workers compensation and employment insurance benefits for its employees and/or subcontractors. BELFOR is and shall be solely liable and responsible for any federal and state income tax and withholding taxes, unemployment taxes, FICA taxes and workers' compensation payments and premiums applicable to the Agreement or any services provided hereunder. BELFOR shall indemnify the District for any liability resulting from nonpayment of such taxes and sums.
- 15. <u>Payment of Taxes.</u> BELFOR is fully liable for any federal and state income and withholding taxes, unemployment taxes, FICA taxes, and workers compensation payments and premiums applicable to Site Specific Services or any other services provided under this Agreement. BELFOR shall indemnify the DISTRICT for any liability resulting from non-payment of such taxes and sums.
- 16. <u>Insurance.</u> Neither BELFOR nor any subcontractor, agent, or employee thereof shall commence work on any Site Specific Services authorized under this Agreement until the following minimum insurance coverages have been obtained:
- (a) <u>Workers Compensation and Employers Liability Insurance.</u>
 BELFOR and each subcontractor shall carry workers compensation insurance and employers' liability insurance to cover liability under the laws of the State of Colorado in connection with the Site Specific and other Services performed under this Agreement. BELFOR and each subcontractor shall each carry a separate policy.

- (b) <u>Commercial General Liability Insurance.</u> BELFOR and each subcontractor shall carry commercial general liability insurance, which shall include blanket contractual liability coverage. Such insurance shall be in the amount of \$1,000,000 for each occurrence and \$1,000,000 general aggregate in combined single limit coverage for bodily injury and property damage.
- (c) <u>Automobile Liability Insurance</u>. BELFOR and each subcontractor shall carry automobile liability insurance to include owned, non-owned and hired vehicles used in the performance of Site Specific or other Services under this Agreement. Such insurance shall be in the amount of \$1,000,000 per occurrence and \$1,000,000 general aggregate and combined single limit coverage for bodily injury and property damage.

The required commercial general liability and automobile policies shall: (1) name the DISTRICT as an additional insured for coverage only, with no premium payment obligations; and (2) provide that the coverage for the DISTRICT will not be impaired by BELFOR's or any subcontractor's failure to comply with any of the terms or conditions of the policy. BELFOR and each subcontractor shall provide certificates of insurance (and renewals thereof) identifying this Agreement and demonstrating that the required coverages have been obtained. BELFOR shall not allow any subcontractor, agent or employee to commence work on any Site Specific Services until appropriate certificates of insurance have been obtained and approved by the DISTRICT. The coverages specified in each certificate of insurance shall not be terminated, reduced or modified without providing at least thirty (30) prior written days notice due the DISTRICT.

- 17. <u>Compliance with the Employment and Tax Laws</u>. In performing the Agreement, BELFOR shall comply with all applicable employment and tax laws, rules and regulations, including, but not limited to the Colorado Worker's Compensation Act and all Federal and State tax laws. Because BELFOR is acting as an independent contractor, District assumes no responsibility for BELFOR's actions.
- 18. Compliance with Laws Pertaining to Illegal Immigrants. BELFOR certifies that BELFOR shall comply with the provisions of Section 8-17.5-101, et seq., C.R.S. BELFOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. BELFOR represents, warrants and agrees that it: (i) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program, described in Section 8-17.5-101, C.R.S. BELFOR shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If BELFOR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, BELFOR shall: (a) notify the subcontractor and the District within three (3) days

that BELFOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. BELFOR shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If BELFOR fails to comply with any requirement of Section 18-17.5-102(2), C.R.S., the District may terminate this Agreement for breach, and BELFOR shall be liable for actual damages to the District. If BELFOR participates in the Department Program, BELFOR shall provide the affirmation required under Section 8-17.5-102(5)(e)(III), C.R.S., to the District.

- 19. <u>Indemnification</u>. BELFOR agrees to defend, indemnify, and pay any and all damages and costs for any liability or claim of whatsoever kind or nature arising in any way out of this Agreement, or the performance of Services, caused, in whole or in part, by any negligent or wrongful act or omission of BELFOR or BELFOR's officers, agents, employees or subcontractors. To the extent permitted by law and subject to all of the immunities, defenses and protections afforded the DISTRICT under the Colorado Governmental Immunity Act, the DISTRICT agrees to indemnify BELFOR from any claim for personal injury or property damage arising solely from the negligent or wrongful act of the DISTRICT or its employees.
- 20. Acceptance Not a Waiver. The DISTRICT'S approval of any Site Specific Services and the payment therefore shall not in any way relieve BELFOR of responsibility for the quality of the workmanship and materials incorporated into the Site Specific Services. The DISTRICT'S approval, acceptance of, or payment for any Site Specific Services shall not be construed to operate as a waiver of any of the DISTRICT'S rights under this Agreement, or of any cause of action arising out of the performance of this Agreement.
- 21. <u>Term and Termination.</u> This Agreement shall remain in full force and effect from January 1, 2017 through December 31, 2017 (the "Initial Term"), unless sooner terminated or extended, as herein provided. The Term of this Agreement shall be automatically extended and renewed for two (2) separate and successive period of one (1) year each (each an "Extension Period"), unless DISTRICT or BELFOR provides the other Party with a notice or non-renewal at least ninety (90) days prior to the expiration of then existing Term During the extension of the Term of this Agreement, all terms, covenants and conditions of this Agreement shall be and remain in full force and effect. For purposes of this Agreement, the Initial Term and the Extension Periods (to the extent neither Party delivers a notice of non-renewal) shall, be referred to as the "Term" of the Agreement.
- 22. <u>No Multiple Fiscal Year Obligation.</u> No provision of this Agreement shall be construed or interpreted as creating an indebtedness or a multiple fiscal year direct or

indirect debt or other multiple year financial obligation whatsoever of DISTRICT within the meaning of any constitutional or statutory debt limitation provision including, without limitation, Article 11, Section 1, 2 and 6, and Article 10, Section 20 of the Colorado Constitution. This Agreement shall not directly or indirectly obligate the DISTRICT to make any payments beyond the funds legally available to it for the then current fiscal year. No provision of this Agreement shall be construed to pledge or create or a lien on any class or source of monies of the DISTRICT nor shall any provision of this Agreement restrict or limit the discretion of the DISTRICT in the budgeting and appropriation of its funds. The DISTRICT agrees that it shall not authorize BELFOR to perform any services under this Agreement unless funds to pay for the same have been previously appropriated and are currently available for expenditure.

- 23. Non-Exclusive Agreement. DISTRICT and BELFOR agree that this is not an exclusive Agreement, and DISTRICT may retain other contractors to perform similar services, at the DISTRICT'S sole discretion.
- 24. <u>Compliance with Bid Statute</u>. Except for emergencies, nothing contained in this Agreement shall be construed as authorizing BELFOR to perform any work that by law the DISTRICT may contract for only through the public bid process required under the provisions of Section 32-1-1001(1)(d)(I), C.R.S.
- 25. <u>Governing Law.</u> This Agreement shall be governed by and construed under the laws of the State of Colorado.
- 26. Governmental Immunity Act. The parties understand and agree that the DISTRICT is relying upon, and has not waived, the monetary limitations of \$350,000 per person, \$990,000 per occurrence, and all of the rights, immunities, and protections provided the DISTRICT by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as it now exists or may hereafter be amended from time to time.
- 27. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the DISTRICT and BELFOR and replaces all prior written or oral agreements and understandings. It may be altered, amended or repealed, only by a duly executed written instrument.
- 28. <u>Effective Date.</u> This Agreement shall become effective as of the date it is signed by the appropriate representative of the parties hereto.
- 29. <u>Choice of Law</u>. The parties to this Agreement agree and acknowledge that this Agreement shall be construed under and interpreted in accordance with the laws of the State of Colorado, as they exist on the date of this Agreement.

- 30. <u>Interpretation.</u> If there is any uncertainty in the interpretation of any provision of this Agreement, all terms and provisions of this Agreement shall be construed by the DISTRICT or County Court, City and County of Denver County, Colorado, on the basis that all parties hereto assisted in the drafting and finalization hereof.
- 31. <u>Severability</u>. The terms of this Agreement are severable. If any term of this agreement is found to be unlawful, the remaining terms shall remain in full force and effect, and the parties agree to negotiate a substitute term of equivalent value or effect.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate original. This Agreement must have the signature of an authorized representative of BELFOR and the DISTRICT on both original copies.

SOUTHWEST METROPOLITAN
WATER AND SANITATION DISTRICT

BELFOR, a Colorado Company

By:

Anthony Dursey, President

By:

(Name, Title)

Attest:

George Hamblin, Secretary

Attest:

(Name Title)

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WATER/WASTEWATER REMOVAL AND SITE CLEANUP SERVICES AGREEMENT

EXHIBIT A (SCOPE OF SERVICES)

THE FOLLOWING SERVICES WILL BE PROVIDED AT THE UNIT OR HOURLY RATES SPECIFIED IN EXHIBIT B:

ITEM NO. 1 - Initial Response:

The Contractor, or an approved designated representative, will respond to calls from the authorized District representative with an adequate number of personnel and the proper equipment ready to immediately start.

ITEM NO. 2 - Pump water/wastewater over 1" deep: (Rate and material pricing will be used)

The Contractor shall provide all equipment, labor and materials necessary to pump all standing water/wastewater in excess of a depth of one inch (1"). The contractor shall specify the amount or rate of wastewater in gallons per hour that he is able to remove. If the Contractor receives prior written authorization to call in a pumping company, the price paid shall be the original invoice for the service plus 20 percent markup.

ITEM NO. 3 - Remove/extract water/wastewater less than 1" deep and clean floors: (Unit cost will be used)

The Contractor shall provide all equipment, labor and materials necessary to remove all standing water/wastewater less than one inch (1") deep and to thoroughly clean water/wastewater, soil and/or residue from all affected floor surfaces including power washing as needed.

ITEM NO. 4 - Clean walls:

The Contractor shall provide all equipment, labor and materials necessary to thoroughly clean water/wastewater, soil and/or residue from all affected wall surfaces.

ITEM NO. 5 - Strip and wax floors:

The Contractor shall provide all equipment, labor and materials necessary to strip old wax buildup and to apply and buff new wax to floor surfaces.

ITEM NO. 6 - Clean carpet and/or rugs on site:

The Contractor shall provide all equipment, labor and materials necessary to thoroughly clean water/wastewater, soil and/or residue from carpet and/or rugs on site with the best available methods appropriate for the type of carpet and/or rugs cleaned.

ITEM NO. 7 - Clean rugs in shop:

The Contractor shall provide all equipment, labor and materials necessary to remove and transport rugs and to thoroughly clean water/wastewater, soil and/or residue from rugs in shop with the best available methods appropriate for the type of rugs cleaned.

ITEM NO. 8 - Deodorizing, disinfecting and mildew control:

The Contractor shall provide all equipment, labor and materials necessary to treat all affected carpet, pad, wall and/or floor surfaces with an EPA registered product such as "Microban", or an approved equal, that will provide deodorizing, disinfecting and/or mildew control.

ITEM NO. 9 - Clean, manipulate, and/or inventory furniture and contents:

The Contractor shall provide all equipment, labor and materials necessary to inventory, remove, clean or dispose of and manipulate all furniture and/or other items. This item shall not include drapery and/or laundry items.

ITEM NO. 10 - Carpet and Floor Fans:

The Contractor shall provide all equipment, labor and materials necessary to install, operate and remove carpet and floor fans.

ITEM NO. 11 - Dehumidifiers:

The Contractor shall provide all equipment, labor and materials necessary to install, operate, and remove dehumidifiers. The base units shall be a size 110 dehumidifier capable of removing 110 pints (13.75 gallons) of water/wastewater per 24 hour period.

ITEM NO. 12 - Stair cleaning, carpet or hard surface:

The Contractor shall provide all equipment, labor and materials necessary to clean stairs, carpeted or hard surface.

ITEM NO. 13 - Hauling truck and labor:

The Contractor, when approved, shall provide a hauling truck, or trucks, and all labor, materials and fuel necessary for the removal and/or disposal of specified items. If the Contractor is providing his own truck(s), the unit price bid shall be per hour of truck service, including fuel, and per man-hour. If the Contractor is providing a rental truck(s), the unit price bid shall be per man-hour, and the price paid for truck(s) and fuel shall be the original invoice(s) plus markup of 20 percent.

ITEM NO. 14 - Dumping and/or landfill fees:

The price paid for this item shall be the original invoice(s) for dump or landfill fees necessary for approved disposal of items plus 20 percent markup by the Contractor.

ITEM NO. 15 - Remove carpet, carpet pad, tack strip and related hardware:

The Contractor shall provide all equipment, labor and materials necessary to remove installed carpet, carpet pad, tack strips and related hardware and dispose in a sanitary landfill.

ITEM NO. 16 - Painting and sealing of affected areas of walls and/or ceiling:

The Contractor shall provide all equipment, labor and materials and preparation, including all masking, drop cloths and draping of contents, necessary to paint affected areas with two coats of paint.

ITEM NO. 17 - Remove and replace and texture drywall:

The Contractor shall provide all equipment, labor and materials necessary to remove, replace and texture drywall. The replaced drywall shall be hung, taped, floated and ready for paint. Drywall should be removed one foot from the floor or six inches (6") above the damaged height, whichever is greater.

ITEM NO. 18 - Remove and replace cove base molding, rubber or vinyl, 4" high: The Contractor shall provide all equipment, labor and materials necessary to remove and replace 4" high, rubber or vinyl cove bas molding.

SERVICES NOT COVERED IN OTHER BID ITEMS:

Items essential to restoration, but not covered in the above items, may be bid on as an "as needed" basis with the prior approval of an authorized representative of the District.

ITEM NO. 19 - Clean, seal and deodorize furnace and duct system:

The Contractor shall provide all equipment, labor and materials necessary to perform cleaning, sealing and deodorizing of furnace systems at a pre-authorized bid price.

ITEM NO. 20 - Install tack strips, carpet and carpet pad:

The Contractor shall provide all equipment, labor and materials necessary to install new carpet, pad and related hardware. The price paid will be the Contractors' invoice price for materials plus 20 percent markup by the contractor on materials. The price for installation shall be at a pre-authorized bid price. The cost and quantity of materials is subject to approval of a representative of the District.

ITEM NO. 21 - Sewer line cleaning:

The Contractor shall provide all equipment, labor and materials necessary to clean the sewer service pipe from the building to the District's sewer main. Sewer service

pipes may be cleaned using snakes, augers or high-pressure hot water. The lump sum price shall be at a pre-authorized bid amount.

ITEM NO. 22 - Remove and replace Vinyl floor covering, (sheet goods):

The Contractor shall provide all equipment, labor and materials necessary to remove and replace vinyl floor covering, including any needed preparation. This service shall be provided at a pre-authorized bid price.

ITEM NO. 23 - Remove and replace Resilient Vinyl tile flooring:

The Contractor shall provide all equipment, labor and materials necessary to remove and replace resilient vinyl floor covering, including any needed preparation. This service shall be provided at a pre-authorization bid price.

ITEM NO. 24 - Vinyl floor covering, (sheet goods):

The Contractor shall provide new vinyl floor covering, (sheet goods), of the type(s) and grade(s) specified by an authorized representative of the District. This service shall be provided at a pre-authorized bid price.

ITEM NO. 25 - Resilient Vinyl tile flooring:

The Contractor shall provide resilient Vinyl tile flooring of the type(s) and grade(s) specified by an authorized representative of the District. This service shall be provided at a pre-authorized bid price.

WATER/WASTEWATER REMOVAL AND SITE CLEANUP SERVICES AGREEMENT

EXHIBIT B

BELFOR Colorado As of January 1, 2017

2017 Rates & Materials Most commonly used items

DESCRIPTION DESCRIPTION	UNIT CALCULATION	PRICE
Emergency Service call - during business hours	each	\$ 167.65
Emergency Service Call - after business hours	each	\$ 251.48
Water Extraction From Floor	square foot	\$ 0.59
Water Extraction From Floor - after hours	square foot	\$ 0.86
Water Extraction From Floor - Sewage	square foot	\$ 1.46
Water Extraction From Floor - Sewage - after hours	square foot	\$ 2.05
Apply anti-microbial agent	square foot	\$ 0.25
Apply anti-microbial agent - after hours	square foot	\$ 0.37
Apply anti-microbial agent - gallon	gallon	\$ 51.00
Air mover - no monitoring	per day	\$ 24.38
Dehumidifier - no monitoring	per day	\$ 104.18
Equipment setup, take down, and monitoring (hourly charge)	per hour	\$ 59.88
Tear out wet carpet pad, bag for disposal	square foot	\$ 0.55
Tear out wet carpet pad, bag for disposal - after hours	square foot	\$ 0.80
Tear out wet carpet pad, bag for disposal - sewage	square foot	\$ 0.80
Tear out wet carpet pad, bag for disposal - sewage - after hours	square foot	\$ 1.17
Tear out wet carpet, bag for disposal	square foot	\$ 0.60
Tear out wet carpet, bag for disposal - after hours	square foot	\$ 0.86
Tear out wet carpet, bag for disposal - sewage	square foot	\$ 0.86
Tear out wet carpet, bag for disposal - sewage - after hours	square foot	\$ 1.23
Baseboard - Detach	linear foot	\$ 1.20
Baseboard - Detach - after hours	linear foot	\$ 1.80
Tear out trim/base and bag for disposal	linear foot	\$ 0.50
Tear out trim/base and bag for disposal - after bus. hours	linear foot	\$ 0.75
Tear out wet drywall, cleanup, bag for disposal	square foot	\$ 0.96
Tear out wet drywall, cleanup, bag - after business hours	square foot	\$ 1.35
Tear out and bag wet insulation	square foot	\$ 0.80
Tear out and bag wet insulation - after hours	square foot	\$ 1.16
Block and pad furniture in room	each	\$ 49.70
Restoration Technician	per hour	\$ 59.88
Restoration Technician - after hours	per hour	\$ 89.91
Restoration Supervisor	per hour	\$ 62.87
Restoration Supervisor - after hours	per hour	\$ 94.40