

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
DISASTER RECOVERY AND RISK SOLUTIONS, LLC
Houston, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Disaster Recovery and Risk Solutions, LLC**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 820 Gessner Road, Suite 1850, Houston, Texas 77024.

ARTICLE 1:**SCOPE OF SERVICES**

The parties have entered into an **All Hazards Preparedness, Planning, Consulting & Recovery Services** Contract to become effective as of November 1, 2017, and to continue through July 31, 2020 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **All Hazards Preparedness, Planning, Consulting & Recovery Services** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **All Hazards Preparedness, Planning, Consulting & Recovery Services** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2:**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **HP10-17**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **HP10-17**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:**LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:**END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER**'s purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

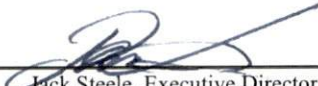
CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR**'S license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**
Area Council, Houston, Texas:



Jack Steele, Executive Director

Attest for **Houston-Galveston**
Area Council, Houston, Texas:



Chuck Wemple, Chief Operations Officer

Date: 10/25, 2017

Signed for **Disaster Recovery and Risk Solutions, LLC**
Houston, Texas:



Printed Name & Title: John M. Albrecht, CEO

Date: October 18th, 2017

Attest for **Disaster Recovery and Risk Solutions, LLC**
Houston, Texas:



Printed Name & Title: Kim Abrego, President

Date: October 18th, 2017

Attachment A

Disaster Recovery and Risk Solutions, LLC

All Hazards Preparedness, Planning, Consulting & Recovery Services

Contract No.: HP10-17

Description	Price
Services provided by Cotton Commercial USA Inc.	See attached rate sheet provided
Services provided by Marsh USA, Inc.	See attached rate sheet provided
Services provided by Disaster Recovery Services, LLC	See attached rate sheet provided

Cotton Commerical USA Inc.

Exhibit "A" Rate Schedule

I. Personnel Labor Rates:

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of Cotton Commercial USA, Inc. ("Cotton USA"), temporary hires employed directly by Cotton USA or personnel secured through subcontracted labor. Rates stated below are per person per hour.

A.	<u>CLASSIFICATION - Restoration</u>	<u>HOURLY RATES</u>	<u>CLASSIFICATION - Specialty</u>	<u>HOURLY RATES</u>
	Project Consultant (PCS)	\$150.00	Electrician (E)	\$125.00
	Project Coordinator (PC)	\$125.00	Biohazard, Trauma, Forensic Supervisor (BTFS)	\$105.00
	Project Manager (PM)	\$90.00	Health & Safety Officer (HSO)	\$90.00
	Project Accountant (PA)	\$79.00	Biohazard, Trauma, Forensic Technician (BTFT)	\$75.00
	Assistant Project Manager (APM)	\$75.00	Electrician Helper (EH)	\$65.00
	Drying/Equipment Technician (DET)	\$65.00	Certified Asbestos/Lead Supervisor (AS)	\$65.00
	Resource Coordinator (RC)	\$52.50	Carpenter (CPT)	\$54.00
	Project Administrative (PAA)	\$53.00	Painter (P)	\$53.00
	Restoration Supervisor (RS)	\$54.00	Drywall (D)	\$53.00
	Restoration Technician (RT)	\$37.00	Asbestos Technician/Worker (AT)	\$45.00
	General Labor (GL)	\$29.50	Mold Remediation Worker (MRW)	\$40.00

Management Fee (Management of Customer Labor Force) \$3.50 per hour/man

B. Labor Considerations/Provisions:

1. All scheduled rates are per the first 40 hours worked in a week, based on a seven (7) day work week (Monday-Sunday). All hours worked in excess of 40 hours in a week will be billed at (1.5) times the normal rate schedule. Commencement of any new project Friday after 5:00PM are subject to 1.5 times normal rates.
2. All holidays recognized by Cotton Commercial USA, Inc. (" Cotton USA ") will be billed at (2) times the normal billing rates. Recognized New Years, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas.
3. Cotton USA response personnel who are placed on stand-by by the Client, either on site or at an offsite location, who remain dedicated exclusively to the Client, will be billed at full rates for a minimum of eight (8) hours per day. Full per diem rates will also be billed for all personnel placed on stand-by.
4. Travel time for personnel shall be billed to the contract at the scheduled rates. Project Consultants will be billed at 1/2 their rate.

5. The scheduled rates and provisions in exhibit A (Rate Schedule), take into account Cotton USA's standard wage rates and overtime compensation practices paid to project workers. To the extent the work under a particular contract is subject to Federal and State prevailing wage laws, Davis-Bacon Wages Act, collective bargaining agreements or labor shortage, which could exceed or would modify Cotton USA standard rates and practices. Cotton USA will have the option to make adjustments in the hourly rates and other provisions stated above or invoice all wages at cost plus 30% on any and all of the classifications listed above.
6. Cotton USA reserves the right to mobilize one or more qualified safety officers to any emergency response project to oversee site safety. The quantity of safety officers mobilized to a project will be dependent on the scope of work to be performed and the necessity for safety personnel in each work location or zone. Safety officers will remain on site and work with response personnel for the duration of the project or until is mutually agreed upon by Cotton USA Management and authorized Client Representatives that these services are no longer required.
7. Under certain circumstances, Cotton may need to engage additional personnel in the categories listed above. If the cost for this personnel exceeds our listed price, Cotton will charge the cost plus 30%.

Cotton Commerical USA Inc.

Exhibit "A" Rate Schedule Cont

II. DOCUMENT RESTORATION SERVICES

Document drying costs will be determined per job for the following factors:

Nature of Damage

Moisture Saturation

Degree of Char/Soot Residue Mold/Mildew/Infestation

Smoke Odor

Deodorization Requirements

Contamination Factors include Debris, Sewage, and/or Hazardous Materials

Document Remediation Provision:

Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in the exhibit.

III. EXPENSES/REIMBURSABLE

A. SUBCONTRACT/SPECIALTY WORK:

If a specific need for a particular trade or service, which Cotton USA does not provide or is unable to provide, for the project, the amount invoiced will be billed at cost plus 10% overhead and 10% profit.

B. TRAVEL/LODGING AND PER DIEM

Cotton USA shall be compensated for costs incurred for travel, lodging and per diem costs (" Incidental Costs ") for all workers assigned to the project. All Incidental Costs will be billed at actual cost plus 10% overhead and 10% profit added. If actual costs cannot be determined for any reason, such Incidental Costs shall be determined in accordance with the rates set by the United States General Services Administration plus 10% overhead and 10% profit added.

Standard Per Diem reimbursement is \$40.00. Due to regional costs, there will be a \$55.00 per diem rate paid to employees for the following locations but not limited to: New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, California, Maine, and metro areas of Chicago, Cleveland, Detroit, Lansing, Philadelphia, Toledo, and Pittsburgh.

C FREIGHT/TRANSPORTATION FEES

Cotton USA shall be compensated for costs incurred for the transportation of equipment and materials to the site of work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work. All such costs shall be billed at actual cost plus 10% overhead and 10% profit mark-up thereon.

D. TAXES AND PERMITS

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes (" Taxes ") and any applicable federal, state or local approval, consent, permit, license and/or order fees (" Fees ") incidental to performance of the work. Cotton USA shall be reimbursed for all such Taxes and Fees incurred with respect to the project.

E. INDIRECT COSTS

Cotton USA will have the option (but not obligation) during a declared State of Emergency (including natural disasters such as hurricanes, tornadoes, floods etc.) whether pending or existing, to pass onto our customer all indirect costs associated with mobilization and management of the related recovery services, an amount not to exceed 7.5% of all labor, equipment and consumables on each and every job managed by Cotton under these circumstances.

Cotton Commerical USA Inc.

Exhibit "A" Rate Schedule Cont

Equipment

Equipment Description

Air compressor	Ea	\$	35.00
Barricade Fencing (One Time Charge)	Ft	\$	0.65
Blower (Gas Powered)	Ea	\$	25.00
Cart, Tilt/Demolition	Ea	\$	24.00
Chainsaw	Ea	\$	35.00
Electrical Dist. Panel (Sipder Box)	Ea	\$	45.00
Extraction Unit (Carpet Cleaning)	Ea	\$	200.00
Extraction Unit (Electric)	Ea	\$	175.00
Extraction Unit (Gas Powered)	Ea	\$	450.00
Extraction Unit, Portable (Gas Powered)	Ea	\$	300.00
Eye Wash Station	Ea	\$	25.00
Fall Protection (harness w/ lanyard and life line, excludes pulley)	Ea	\$	26.00
Flex Duct (Includes T's and Y's)	Ft	\$	1.00
Fogger, Thermal (Gas Powered)	Ea	\$	95.00
Fooger, ULV/Thermal (Electrical)	Ea	\$	25.00
Four Gas Meter	Ea	\$	79.50
Fuel Cell/Tank (Trunk Mounted or Stand Alone)	Ea	\$	85.00
Gang Box (Misc. Power Tools)	Ea	\$	65.00
Generator (less than 10kw)	Ea	\$	125.00
Generator 60 kw	Ea	\$	425.00
HEPA Filtration Unit/Air Scrubber	Ea	\$	125.00
HVAC Diesel Duct Cleaning Truck	Ea	\$	450.00
HVAC Negative Air Machine	Ea	\$	125.00
HVAC Air Tool Kit	Ea	\$	30.00
HVAC Cutting Spray Kit	Ea	\$	30.00
HVAC Duct Auger	Ea	\$	95.00
HVAC Duct Sweeper	Ea	\$	80.00
HVAC Pin Welder	Ea	\$	75.00
Hydroxyl Deodorization Machine	Ea	\$	200.00
Ladder (less than 12')	Ea	\$	7.00
Ladder (greater or equal to 12')	Ea	\$	11.00
Lumber - 2" x 4" (one time charge)	Ft	\$	0.95
Lumber - plywood 1/2" (4'x8' sheet) (one time charge)	Ea	\$	35.00
Lumber - plywood 3/4" (4'x8' sheet) (one time charge)	Ea	\$	65.00
Light, Demo/Drop/Stand/String	Ea	\$	25.00
Manometer, Recording Differential Pressure	Ea	\$	40.00
Moisture Survey - IR Camera	Ea	\$	125.00
Moisture Survey - Moisture Meter	Ea	\$	25.00
Onsite Transportation	Ea	\$	35.00
Ozone Generator	Ea	\$	120.00
Particle Counter	Ea	\$	225.00
PPE Package A (3 or less)	Ea	\$	9.00
PPE Package B (4 or more)	Ea	\$	15.50

Equipment Description

Pump, Sump (2" or less Electric)	Ea	\$	28.00
Pump, Submersible (3" Electric)	Ea	\$	248.00
Pump, Trash (3" or Less)	Ea	\$	95.00
Radio, 2 way - Job site comm.	Ea	\$	24.00
Respirator Protection (Half/Full Face)	Ea	\$	16.50
Rubber Boots	Ea	\$	3.25
Saw - Kett	Ea	\$	48.00
Scaffolding - Baker's 6'	Ea	\$	27.00
Shower Kit for Decontamination Chamber	Ea	\$	135.00
Skid Steer	Ea	\$	325.00
Sprayer, Airless	Ea	\$	188.00
Sprayer, Pump	Ea	\$	8.00
Trailer - Flatbed, Cargo, Reefer	Ea	\$	150.00
Trailer - Command - AC/Generator included	Ea	\$	475.00
Trailer - Fuel (refueling trailer)	Ea	\$	375.00
Trash Can	Ea	\$	7.00
Truck (Bobtail/Box Truck)	Ea	\$	150.00
Truck - Pulling/Tractor	Ea	\$	195.00
Transportation Bus	Ea	\$	500.00
Vacuum, Anti-Static	Ea	\$	65.00
Vacuum, HEPA	Ea	\$	50.00
Vacuum, Wet/Dry	Ea	\$	25.00
Van, Cargo/Passenger	Ea	\$	125.00
Vehicle, Truck/Car	Ea	\$	95.00
Washer, High Pressure (Cold)	Ea	\$	95.00
Washer, High Pressure (Hot)	Ea	\$	195.00

Drying Equipment Description

Air Mover	Ea	\$	24.00
Axial Fan	Ea	\$	28.00
Air Mover, Wall Injection	Ea	\$	27.50
Injection Drying Machine/Manifold	Ea	\$	145.00
Refrigerant DH Unit - Dri-Eaz 1200	Ea	\$	90.00
Refrigerant DH Unit - Dri-Eaz 2000-2400	Ea	\$	150.00
Refrigerant DH Unit - Phoenix 200-250	Ea	\$	125.00
Refrigerant DH Unit - Phoenix 300	Ea	\$	175.00
Desiccant DH Unit - 750cfm	Ea	\$	425.00
Desiccant DH Unit - 4500-6000 cfm	Ea	\$	1,460.00
Desiccant DH Unit 9000-10000 cfm	Ea	\$	2,380.00
Desiccant DH Unit - 12000 cfm	Ea	\$	2,850.00
Desiccant DH Unit - 15000 cfm	Ea	\$	3,850.00
DX Unit 1-2 ton - Portable	Ea	\$	225.00
DX Unit 20/25 ton	Ea	\$	1,029.00

Equipment Rental Considerations:

1. Unscheduled Rental Equipment

For equipment not listed that is rented for the project by COTTON the rate invoiced to the Customer will be the rate charged to COTTON plus 10% overhead and 10% profit.

2. Unscheduled Purchased Equipment

If special equipment not listed above is purchased for the project, the daily rental will be 5% of the purchase price.

3. Scheduled Rental Equipment

Under certain circumstances, Cotton may need to rent equipment listed on the Rate Schedule. If the rental for this equipment exceeds our listed price, Cotton will charge the rental rate plus 10% overhead and 10% profit.

4. Cotton USA Supplied Small Tools Charge

Small Tools usage will be calculated at 3% of total labor.

5. PPE Package

Three or more of the following items must be used to warrant charge per day, per person: Hard Hat, Safety Glasses, Face Shield, Back Brace, Knee Brace, Rubber/Work Boots, Chainsaw Chaps, Ear Protection or Safety Vest.

Cotton Commerical USA Inc.

Exhibit "A" Rate Schedule Cont

Consumables

Chemical Description

	Unit	Daily
Alcohol, Isopropyl	Gal	\$ 55.21
Carpet, Cleaner	Gal	\$ 21.63
Carpet, Defoamer	Gal	\$ 21.63
Carpet, Deodorizer	Gal	\$ 21.63
Cleaner, Glass	Gal	\$ 17.21
Cleaner, Glass Spray	Ea	\$ 10.85
Degreaser	Gal	\$ 31.34
Deodorizing Block	Ea	\$ 7.10
Deodorizing Gel	Ea	\$ 69.28
Deodorizing Liquid	Gal	\$ 62.79
Deodorizing Odor Crystals	Gal	\$ 84.44
Disinfectant / Biocide	Gal	\$ 60.95
Disinfectant / Biocide Tablet	Ea	\$ 1.29
Disinfectant / Bleach	Gal	\$ 5.28
Remover - Adhesive	Gal	\$ 78.59
Remover - Goof Off	Ea	\$ 29.59
Remover - Mastic (Odorless)	Gal	\$ 23.82
Thermo Fog	Gal	\$ 129.90
Furniture Polish	Ea	\$ 10.55

Lubricant Machinery

Preserver - Light	Gal	\$ 49.15
Long Term Preserver - Heavy	Gal	\$ 61.05
Stainless Steel Cleaner	Ea	\$ 15.98
Sealant - Encapsulant, Asbestos	Ga	\$ 16.67
Sealant - Encapsulant, Duct	Gal	\$ 84.44
Sealant - Encapsulant, Odor	Gal	\$ 64.80
Sealant - Encapsulant, Antifungal	Gal	\$ 121.24
Spray Adhesive	Ea	\$ 5.95

HVAC

Cleaner, HVAC Coil	Gal	\$ 64.41
Lock Tight / Air Lock (grey)	1/2 Gal	\$ 44.92
Pre-Filter for HVAC Negative Air Machine	Ea	\$ 27.93
Cube (Secondary) Filter for HVAC Negative Air Machine	Ea	\$ 68.20
18" x 18" Precut Sheet Metal	Ea	\$ 15.16

Material Description

	Unit	Rate
Bags, Trash	RI	\$ 32.31
Bags, Trash Environmental - 6ml	RI	\$ 151.01
Bags, Glove 44" x 60"	Ea	\$ 14.33
Bags, Glove 60" x 72"	Ea	\$ 23.82
Bags, Glove 66" x 84"	Ea	\$ 43.85
Brown Paper	RI	\$ 114.75
Box, Book / Freeze Dry	Ea	\$ 3.25
Box, Dish Pack	Ea	\$ 6.25
Carpet mask 36" x 500'	RI	\$ 255.36

Material Description

	Unit	Daily
Dust Mask	Ea	\$ 3.25
Ducting, 20" Lay flat (6 mil)	Ft	\$ 1.50
Ducting, 18" Lay flat (6 mil)	Ft	\$ 1.25
Ducting, 12" Lay flat (6 mil)	Ft	\$ 1.00
Ducting, 8" Lay flat (6 mil)	Ft	\$ 0.75
Filter, HEPA for Hepa Vacuum	Ea	\$ 357.23
Filter, Blue paper collection bag	Ea	\$ 5.25
Filter, Rolled Material	Sf	\$ 3.22
Filter, Pleated for Neg Air Machine	Ea	\$ 7.45
Filter, Pre Filter for Neg Air Machine	Ea	\$ 2.15
Filter, Charcoal for Neg Air Machine	Ea	\$ 28.69
Filter, HEPA for Neg Air Machine	Ea	\$ 231.66
Filter, Pleated for Phoenix 200	Ea	\$ 7.40
Filter, Pleated for Phoenix 300	Ea	\$ 16.24
Furniture Blankets	Ea	\$ 27.06
Furniture Blocks	Bx	\$ 73.61
Furniture Pads	Bx	\$ 126.65
Gloves, Cut Resistant	Pr	\$ 14.51
Gloves, Surgical Latex	Bx	\$ 13.86
Gloves, Work/Rubber/Leather	Pr	\$ 3.57
Hog Rings	Bx	\$ 36.26
Inventory Tags	Bx	\$ 46.55
Mop Heads	Ea	\$ 8.40
Plastic Sheeting (20' x 100') 6 mil	RI	\$ 151.55
Plastic Sheeting (20' x 100') 4 mil	RI	\$ 106.56
Plastic Sheeting (20' x 100') 6 mil FR	RI	\$ 205.68
Painters Plastic (.75 mil)	RI	\$ 47.63
PH Quick Test Strips (100 per pack)	Pkg	\$ 31.72
Respirator Cartridge	Ea	\$ 21.54
Scrub pads 6 x 9 (20 per box)	Bx	\$ 42.76
Sleeves, Cut Resistant	Pr	\$ 10.15
Sponges, Soot Removal	Ea	\$ 2.25
Spray Bottle w/ Trigger	Ea	\$ 3.90
Sticky Mats 18" x 36" (30 Pads)	Ea	\$ 27.20
Tape, Asbestos (Danger)	RI	\$ 20.57
Tape, Caution	RI	\$ 14.07
Tape, Duct (Teal)	RI	\$ 11.73
Tape, Duct (Grey)	RI	\$ 7.51
Tape, Double Sided (Containment)	RI	\$ 34.64
Tape, Blue / Painters	RI	\$ 13.53
Tape, HVAC (Aluminum)	RI	\$ 28.69
Tape, Box (Clear)	RI	\$ 5.41
Tape, Box (Brown)	RI	\$ 18.54
Tarps	Sf	\$ 0.26
Tyvek Suits - General / Mold	Ea	\$ 6.83

Paper, Corrugated	Rl	\$	131.74	Tyvek Suits - Chemical / Forensic	Ea	\$	13.93
Brush, Wire	Ea	\$	4.55	Wipes, Cotton Cloth	Lb	\$	4.06
Brush, Grout	Ea	\$	1.62	Wipes, Kitchen Towel	Lb	\$	5.22
Brush, Long Handle/Scrub	Ea	\$	11.58	Wipes, Lint Free / Anti Static	Bx	\$	36.81
Disposable Decontamination Chamber, Single/Dual Room	Ea	\$	192.33	Wrap, Bubble / Antic Static (Small)	Rl	\$	256.55
Disposable Decontamination Chamber, Three Room	Ea	\$	411.35	Wrap, Bubble / Anti Static (Large)	Rl	\$	99.37
				Wrap, Shrink	Rl	\$	37.56
				Zippers	Ea	\$	12.75

Material Rate Considerations:

1. Unscheduled Materials

For materials not listed above, that are purchased for the project by COTTON, to COTTON plus 10% overhead and 10% profit.
the rate invoiced to the Customer will be the rate charged

DISASTER RECOVERY SERVICES, LLC.

2017 RATE SCHEDULE

Title	Standard Hourly Rate (a)		Discounted HGACBuy Hourly Rate (a) (b)	
Principal				
John Albrecht		\$400		\$395
Project Management and Safety Consulting				
Senior Construction Project Managers	\$325	\$395	\$230	\$265
Senior Building and Equipment Professionals	\$275	\$325	\$190	\$225
Area Construction Manager	\$225	\$275	\$125	\$185
Design Specialist	\$150	\$225	\$125	\$185
Support		\$100		\$75
Forensic Accounting and Claims Consulting				
Senior Managing Consultant	\$395	\$400	\$250	\$295
Managing Consultant	\$325	\$395	\$195	\$245
FEMA Consultant	\$275	\$325	\$175	\$225
Senior Consultant	\$225	\$275	\$165	\$190
Consultant	\$175	\$225	\$140	\$160
Associate Consultant	\$125	\$175	\$95	\$135
Support		\$125		\$75

Notes:

(a) DRS will also bill monthly for any expenses incurred in connection with the project. Expenses include direct expenses including travel, hotel, meals, etc., and allocated expenses which include administrative items at a standard rate of 7.5% of professional fees.

(b) Average discount of 30% provided to HGACBuy members.

Project Titles	Notes	Standard Rate Range		HGACBuy Discounted Rate Range		% Discounted for HGACBuy					
Support - Insurance Claims	1	\$	100.00	\$	125.00	\$	95.00	\$	115.00	5%	8%
Support - FEMA Claims	1		100.00		125.00		75.00		75.00	25%	40%
Associate Consultant - Insurance Claims	2		125.00		200.00		115.00		190.00	8%	5%
Associate Consultant - FEMA Claims	2		125.00		200.00		95.00		120.00	24%	40%
Consultant - Insurance Claims	3		200.00		275.00		190.00		260.00	5%	5%
Consultant - FEMA Claims	3		200.00		275.00		180.00		220.00	10%	20%
Senior Consultant	4		275.00		325.00		260.00		310.00	5%	5%
Managing Consultant	5		325.00		395.00		310.00		375.00	5%	5%
Senior Managing Consultant	6		395.00		400.00		375.00		380.00	5%	5%
Combined Claim and FEMA Flat Rate						\$	285.00	(*)			

TRAVEL EXPENSES AND DIRECT PROJECT COSTS:

- (*) In addition to professional fees set forth above, MARSH will also bill monthly for expenses incurred. As is MARSH's standard practice, expenses will be comprised of two components:
- Direct expenses, which include reasonable and customary expenses that can be easily traced to this specific engagement such as travel, hotel, meals, large parcel delivery, FACScconnect and similar charges. When these costs originate with outside vendors, they will be passed on at their cost to MARSH.
 - Allocated expenses, which include administrative items such as telephone, routine research materials, postage, photocopying and other administrative costs, are calculated and invoiced at 7.5% of MARSH's professional fees (excluding direct expenses).

ANTICIPATED RECOVERY OF MARSH FEES:

- A) MARSH will incorporate its fees into Project Worksheets for FEMA reimbursement consideration and expects HGACBuy Members to recover from FEMA 75% to 90% of the MARSH consulting fees.
- B) If Claim Preparation or similar coverage exists within the HGACBuy Member's insurance policy(ies), the MARSH invoices will be submitted to the insurance carrier for recovery as part of the claim. Recovery expectations for Clients are historically 92% of MARSH consulting fees. Upon request and at no cost to the HGACBuy Members, MARSH will review a HGACBuy Member's insurance policy in advance of a loss to determine if Claim Preparation coverage exists and to confirm that the amount of the coverage is adequate.

Notes - minimum qualification criteria:

- 1 Professional support and administrative experience.
- 2 0 to 3+ years of experience participating in the Insurance and FEMA claims process.
- 3 3 to 5+ years of forensic accounting or field project specialist experience in the Insurance and FEMA claims process.
- 4 5 to 10+ years of project management experience, including certified public accountants, chartered accountants, claims engineering, professional engineering, licensed architects, former insurance adjusters or former FEMA project specialists.
- 5 10 to 15+ years of project management experience, including certified public accountants, chartered accountants, claims engineering, professional engineering, licensed architects, former insurance adjusters or former FEMA project specialists (industry practice leaders).
- 6 20+ years of industry leading experience, including certified public accountants and/or forensic certified public accountants.