

June 20, 2022



City of Angleton 121 S. Velasco Street Angleton, TX 77515

Attn: Ms. Colleen Martin

Director of HR & Risk Management

RE: BlueTeam - Response to Request for Proposal for Emergency Services

Dear Ms. Martin,

Please accept this package in response to the City's requests for proposals in consideration of awarding a contract for the provision of emergency response and restoration services.

BlueTeam is honored for the opportunity to be considered to partner with the City.

Thank you in advance for your consideration,

Robert

Robert Rubenstein **Chief Strategy Officer**

Email: info@olueteamcorp.com

Website: blueteamcorp com



APPENDIX "A"

1. Proposed Products and/or Services

a. <u>Product or Service Description</u>: Provided here with is a folder containing information about BlueTeam, our Mission and Values, our Restoration, Construction and Roofing services, our storm response program, our experience with municipalities and institutional markets, our technology and our "No Charge Rate Sheet" – which is items that we provide free of charge to our clients!

2. Cost of Proposed Products and/or Services

- a. <u>Pricing</u>: Attached here to is our 2022 Rate Sheet. Our clients are afforded our discounted "BlueLine" Rates.
- 3. Term of Contract and Option to Extend: From execution through June 30, 2024.

4. Proposer's Experience/Staff:

a. Project Team:

BlueTeam is company owned and operated which allows us to manage and maneuver one of the nation's largest fleets of personnel and equipment with full autonomy to service our clients at an unparalleled level for their restoration needs. The company is built on a backbone of general contracting; our clients were tired of dealing with unscrupulous restoration companies and asked if we could assist them with their remediation needs. That was over a fifteen years ago, and we're still going strong.

Our CEO, Bryan Meklir, a former Ernst & Young Entrepreneur of the Year winner, brings a customer-forward innovative approach to building a technology-leveraged service culture. Jack Kalinski, our Vice President for the Central Region, brings nearly 25 years of hands-on experience construction and restoration experience to bear. Robert Rubenstein, our Chief Strategy Officer, served as Risk Manager for the Blackstone Group's hospitality assets for 14 years. Corey Hancock, another of our VPs has spent his entire career in the restoration field working on some of the most complex claims the industry has seen.

Kenny DeLoach, our Vice President of Technical Services, started his career as a trade apprentice and learned construction literally from the ground up. It is that earned experience that affords him the encyclopedic knowledge he applies today. Greg Goeckel's military background serves at the core of his professionalism as the National Director of Construction. And lastly, Paul Schwartz is our Director of Large Losses, a position he's earned after a 30 year career leading the mitigation and restoration charge against some of the largest losses of the last quarter century.



In addition to these leaders, we have a full time staff of approximately 200 professional Project Directors, Project Managers, Restoration Supervisors, and dedicated field staff that is committed to delivering best-in-class, communicative, service excellence!

b. <u>Business Establishment</u>: BBMK Contracting LLC d/b/a BlueTeam, has been in business for approximately 15 years providing general contracting and restoration services to our exclusively commercial, municipal, industrial, and retail clients (we do not do residential work). We are proud of our approximately 200 full time employees through whose hard work and dedication we can support our clients in their time of need.

c. Project Related Experience:

- Using the prior three years as a measure, <u>BlueTeam has performed over 1,700</u> restoration jobs for our clients, ranging in size from total catastrophic losses incurred during hurricanes to minor sink overflows.
- ii. During winter storm Uri we performed 246 jobs on behalf of our clients.
- iii. With approximately 10,000 company-owned pieces of equipment, BlueTeam possess one of the largest inventory of restoration equipment in the country.
 - 1. There are 1,300 pieced of equipment in Texas:
 - a. 428 Loaded on Trailers ready to deploy
 - b. 395 Stationed on our fleet of box trucks, ready to roll
 - c. And 477 standing by in our warehouses ready for immediate deployment.
- iv. Our proprietary software platform gives our clients unfettered access to all of their project data in real time, allowing them to see Daily Field Reports, moisture maps, progressive photo logs of job progression, daily labor sign in sheets, costs incurred to date. Here is a link to a short video which highlights some of the systems functionality and capabilities: https://vimeo.com/480159471

5. References:

The below references evidence our long-term partnership approach. BlueTeam is privileged to provide comprehensive mitigation and restoration services to our clients for everything from multimillion dollar catastrophic losses, to minor day-to-day inconveniences.

CorePoint Lodging (owner of the LaQuinta hotel brand)
Jon Lundsten
Director of Facilities
JonLLundsten@corepoint.com

BlueTeam has been a primary provider of restoration, construction, and roofing services to CorePoint's LaQuinta brand nationally and throughout Texas.

Island Hospitality Management

817-846-6215



Samuel T. Logan
Vice President Risk Management
Slogan@ih-corp.com

561-227-1371

BlueTeam has supported Island's portfolio of 200+ hotels for all their restoration needs.

Senior Lifestyle
Dennis Shaughnessy
Vice President of Risk Management Services
DShaughnessy@seniorlifestyle.com

708-285-4448

Senior Lifestyle is one of the largest manager/operators of senior care facilities in the country and has been a longstanding BlueTeam partner.

Sodalis Senior Living
Traci Taylor-Roberts
President
ttaylor@sodalissenior.com

830-624-1044

BlueTeam earned Sodalis' restoration business, portfolio-wide, after contracting for over 20+ reconstruction projects

6. Trade Secrets and/or Confidential Information:

a. This proposal DOES NOT contain any trade secrets nor confidential information.

7. Federal, State, and/or Local Identification Information:

- a. BBMK Contracting LLC d/b/a BlueTeam's Dun and Bradstreet Number (DUNS) is: 828796941
- b. BBMK Contracting LLC's Mold Remediation License Number is: RCO1461 (Exp. 5/26/23) (Copy of license provided herewith.)

8. Emergency Business Services Contact Notice:

BlueTeam

Emergency Response, Mitigation, Restoration, Reconstruction, Roofing 24/7 Emergency Contact Hotline: 855-522-8500

This number is staffed 24/7/365

BLUETEAM DOES NOT CHARGE AN AFTER-HOURS EMERGENCY OPENING FEE.

Website: blueteamcorp.com

Appendix A - Proposal Document

Submittal Checklist: (To determine validity of offer)

✓ Appendix B-Conflict of Interest

✓ Appendix C- Houston Bill 89 Verification Appendix D-Property Tax Statement

Appendix A (pages 9 through 12) must be included in the submittal.

Appendix B - J (pages 17 through 38) all forms must be complete and included in the submittal.

Appendix G-Certification Regarding Debarment

Appendix H-Scope of Services Appendix I-Federal Clauses

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

| Appendix E-Nepotism | Appendix J- Certification of Interested Parties | | | |
|---|--|--|--|--|
| ✓ Appendix F-Non-Collusio | n Statement | | | |
| | | | | |
| All proposals submitt | ed to the City of Angleton shall include this page with the submittal. | | | |
| RFP Number: | RM-06-2022 | | | |
| Project Title: | Restoration Services | | | |
| Submittal Deadline: | June 21, 2022, 12:00 P.M. (CST), | | | |
| | Offeror | | | |
| | Offeror Information: | | | |
| Offeror's Legal Name: | BBMK CONTRACTING-LLC dba BLUETEAM | | | |
| Address: | : 6400 PARK OF COMMERCE BLVD., SUITE 1B | | | |
| City, State & Zip | BOCA RATON, FLORINA 33487 | | | |
| Federal Employers Identification Number # | 26-3188529 | | | |
| Phone Number: | 954-928-3870 Fax Number: | | | |
| E-Mail Address: | RRUBENSTEIN @ BLUE TEAMCORP. COM | | | |
| | Offeror Authorization | | | |
| a contract on behalf | KODEK! KOBSIOS:STI | | | |
| Printed Name and Posi | tion of Authorized Representative: CHIEF STRATEGY OFFICER | | | |
| Signature of Authorized | d Representative: | | | |
| Signed this Zo* (c | day) of <u>JUNE</u> (month), <u>2022</u> (year) | | | |

Appendix B - Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve—month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve-month period and the person engages in any of the following actions:

- 1. contracts or seeks to contract for the sale or purchase of property, goods, or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases, and any purchase of goods and services by the City.
 - b. contracts for the purchase or sale of real property, personal property including an auction of property.
 - c. tax abatement and economic development agreements.
- 2. submits a Proposal to sell goods or services or responds to a request for proposal for services.
- 3. enters into negotiations with the City for a contract; or
- 4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

- I. Mayor and City Council Members.
- 2. City Manager.
- 3. Board and Commission members and appointed members by the Mayor and City Council.
- 4. Directors of 4A and 4B development corporations.
- 5. The executive directors or managers of 4A and 4B development corporations; and
- 6. Directors of the City of Angleton who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500, or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

- the questionnaire no later than seven days after the date the person or business begins contract
 discussions or negotiations with the municipality or submits an application, responds to a request for
 proposals or Proposals, correspondence, or other writing-related to a potential contract or agreement
 with the City: and
- 2. an updated questionnaire within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted, or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. The Finance Department is required by law to post the statements on the City's website.

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict-of-Interest Questionnaire.

| CONFLICT OF INTEREST QUESTIONNAIRE FORM C For vendor or other person doing business with local governmental entity | CIQ |
|---|---------------------------------|
| This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. | OFFICE |
| This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets | USE ONLY Date Received |
| requirements under Section 176.006(a). | |
| By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. | |
| A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. | |
| Name of person who has a business relationship with local governmental entity. | |
| N/A | |
| 2. Check this box if you are filing an update to a previously filed questionnaire. | |
| (The law requires that you file an updated completed questionnaire with the appropriate filing authority not than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) | ot later |
| 3. Name of local government officer with whom filer has employment or business relationship. | |
| N/A | |
| Name of Officer | |
| This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has a employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ, as necessary. | an |
| A. Is the local government officer named in this section receiving or likely to receive taxable income, other t investment income, from the filer of the questionnaire? Yes | |
| B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income or at the direction of the local government officer named in this section AND the taxable income is not refrom the local governmental entity? | ne, from received |
| C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes \[\] No | the |
| D. Describe each employment or business relationship with the local government officer named in this secti | on. |
| 4. N/A | |
| Signature of person doing business with the governmental entity Date Adopted 06-29-2 | 2007 |

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" has the meaning assigned by Section 808.00 I, except that the term does not include a sole proprietorship.
- 3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I. ROBERT RUBENSTEIN (Person name), the undersigned representative of (Company or Business Name) BBMK CONTRACTINGLIC do BLUETEAM (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title I 0, Government Code Chapter 2270:

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business, or individual with the City of Angleton, Texas.

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix D - Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The City of Angleton, Texas has adopted the following policy:

The City of Angleton will not do business with any person or business that owes delinquent property taxes to the City.

| Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation or any other legal form. |
|---|
| I do not owe the City property taxes that are delinquent. |
| I owe City property taxes that are delinquent on property located at |
| |
| |
| 70 |
| BBMK CONTRACTING LLC dba BLUETEAM |
| Proposer's Printed or Typed Name |
| ROBERT RUBENSTEIN TETE |
| Proposer's Signature |
| 6/20/22 |
| Date |

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Angleton by completing the following:

| If the Proposer or Bidder is an individual: |
|--|
| I am not related by blood or marriage to any official or employee of the City of Angleton |
| I am related by blood or marriage to the following official(s) or employee(s) of the City of Angleton |
| Name and title of City Official |
| Or employee: |
| Relationship: |
| If the Bidder or Proposer is NOT an individual: |
| The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Angleton. |
| The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Angleton. |
| Name and title of officer: |
| Employee and title of City Official or Employee: |
| Relationship: |

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix F - Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP, OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS, OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

| VENDOR BBMK CONTRACTING LLC dla BLUETEAM |
|---|
| ADDRESS 6400 PARK OF COMMERCE BLVB., 1B |
| BOCA RATION, FL 33487 |
| PHONE 954-928-3870 |
| FAX |
| PROPOSER (SIGNATURE) |
| PROPOSER (PRINTED NAME) ROBERT RUBENSTEIN |
| POSITION WITH COMPANY CHIEF STRATEGY OFFICER |
| SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL |
| COMPANY OFFICIAL (PRINTED NAME) ROBERT RUBENSTEIN |
| OFFICIAL POSITION CHIEF STRATEGY OFFICER |

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix G – Document 00435

THE CITY OF ANGLETON, TEXAS DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

| ROBERT RUBENSTEIN | |
|--------------------------------------|--|
| (Printed or typed Name of Signatory) | |
| TOTAL | |
| (Signature) | |
| 6/20/22 | |
| (Date) | |

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix H - Scope of Services

I. Project Title: Restoration Services

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the Colleen Martin, Director of HR and Risk Management, Phone. 979-849-4364 x2132, e-mail: cmartin@angleton.tx.us

3. Proposal Evaluation Factors

| Emphasis | Factor | | | |
|----------|-----------------------------------|--|--|--|
| 25% | Cost | | | |
| 25% | Service Provided | | | |
| 20% | Personnel and Available Equipment | | | |
| 15% | Experience | | | |
| 10% | HUB Status | | | |
| 5% | Proximity to Angleton | | | |

4. Brand Manufacturer Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support needs. The manufacturer's reference is not intended to be restrictive and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

5. Key Events Schedule

Proposal Release Date: May 17, 2022

Deadline for Submittal of Written Questions: June 10, 2022

Opened by City: June 21, 2022

Anticipated Evaluation Review Date: NLT |une 30, 2022

Preproposal Conference (if needed): June 27, 2022

Anticipated Award Date: July 1, 2022

6. Scope of Services

Request for Proposals Moisture Control Remediation Services

Introduction

The City of Angleton is seeking sealed proposals for Restoration Services to include a moisture control management plan and a document recovery management plan that entails the preservation and recovery of documents.

Scope of Services

The City of Angleton wishes to enter into an agreement with a company focused on restoration services after damages as a result of various catastrophic and non-catastrophic events. The scope of services will include a moisture control plan as well as a document recovery management plan. The purpose of this RFP is to attempt to save and restore buildings and documents. Proposers understand the agreement is for the period of July I, 2022, through June 30, 2024, and the terms set out in the proposer's response shall not change during the agreement period unless unforeseen circumstances arise, and the proposer and city are in agreement as to any and all changes.

The restoration services will involve (but will not be limited to) the following:

- Structural Drying/Sheetrock Removal
- Baseboard removal
- Temporary Climate Control
- Temporary Power
- Temporary Repairs
- Water Extraction
- Hazardous Material Remediation
- Document Recovery
- Debris Removal (inside the damaged building)
- Content Removal (inside the damaged building)
- Mold Abatement
- Bloodborne pathogen remediation.
- Haul-off and Removal of debris related to restoration

The following is a current list of City-owned facilities to be covered by this RFP:

- Animal Control 535 S. Anderson 6,000 square feet
- City Hall 121 S. Velasco 14,957 square feet
- Fire Station #1 221 N. Chenango 10,890 square feet
- Fire Stations #2 1069 E Cemetery Rd. 1,600 square feet
- Fire Station #3 2743 N. Velasco St 6, 37 I square feet
- Angleton Recreation Center 1601 N/ Valderas 57,720 square feet
- Police Department 104 Cannan Dr 15,167 square feet
- Angleton Operations Center —901 S. Velasco St 11,880 square feet

APPENDIX I – FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgment of the offeror and are considered part of the contract between the City of Angleton and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered foraward.

- 1. NO GOVERNMENTAL OBLIGATION TO THIRD PARTIES: The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS: Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 3 I U.S.C. § 380 I et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 3. ACCESSTORECORDSANDREPORTS: The contractor agrees to provide the City of Angleton City Manager or designee, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract."
- 4. EQUAL EMPLOYMENT OPPORTUNITY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books. records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (I) and the provisions of paragraphs (I) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of Angleton. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C, in addition to remedies available to the City of Angleton, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

- I. Overtime requirements No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such

contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

- 3. Withholding for unpaid wages and liquidated damages The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any money payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4. **Subcontracts** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (I) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (I) through (4) of this section.

7. LOBBYING:

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

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

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- I) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq apply to this certification and disclosure if any.

8. CLEAN AIR 42 U.S.C. § 7401 et seq.: Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

9. CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.: Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:

- (I) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule.
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,_
 https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

- 11. <u>DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS:</u> By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 12. <u>COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:</u> This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

13. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT:

Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (I) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics are to be employed in the classification (if known), or their representatives and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside a separate account asset for the meeting of obligations under the plan or program.
- (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (I) The work to be performed by the classification requested is not performed by a

classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics are to be employed in the classification (if known), or their representatives and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (2) Withholding The City of Angleton shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Angleton may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records (i) Payrolls and basic records relating thereto shall be

maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii)(A) The contractor shall submit weekly for each week in which any contract work has been performed a copy of all payrolls to the City of Angleton for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (I) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete.
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without a rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the

applicable wage determination incorporated into the contract.

- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees (i) Apprentices Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the

- U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress. expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act Requirements The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment A breach of the contract clauses in 29 CFR 5.5 may be

grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- (8) Compliance with Davis-Bacon and Related Act requirements All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I, ROBERT RUBENSTEIN (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of Angleton, Texas.

Signature of Authorized Company Representative

Date

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE SOLICITATION.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

| | | | | | 1 of 1 |
|---|---|--|--------------|---------------------------------------|-------------------------------------|
| | Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested partie | PS. | CE | OFFICE US | |
| 1 | Name of business entity filing form, and the city, state and of business. BBMK Contracting LLC d/b/a BlueTeam Boca Raton, FL United States | country of the business entity's place | 2022 | ificate Number: 2-901374 Filed: | |
| 2 | Name of governmental entity or state agency that is a party being filed. City of Angleton | y to the contract for which the form is | | 0/2022 Acknowledged | : |
| 3 | Provide the identification number used by the government description of the services, goods, or other property to be RM-06-2022 Emergency Response, Mitigation, Restoration | | y the co | ontract, and pro | vide a |
| 4 | Name of Interested Party | City, State, Country (place of busin | iess) | | of interest pplicable) Intermediary |
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| 5 | Check only if there is NO Interested Party. | • | | | |
| ò | UNSWORN DECLARATION | | | | |
| | My name is ROBERT RUBENSTEIN | , and my date of | birth is | 9/25/65 | |
| | My address is 6400 PARK OF COMMERCE 1 (street) | | FL, | 33487 (zip code) | (country) |
| | I declare under penalty of perjury that the foregoing is true and of Executed in PALM BEACH | _ | 20 | م ا | |
| | Executed in PALT BEACH C | County, State of FLORIDA, on the | <u>eu</u> da | ay of JUNE (month) | , 20 <u>22</u> (year) |
| | | 1 6-100 | Ē | | |
| | | Signature of authorized agent of cont (Declarant) | racting | business entity | |





La Quinta Denver Louisville / Boulder

902 W Dillon Road

Louisville, Colorado 80027

Prepared for:

CorePoint Lodging

125 East John W Carpenter Freeway

Irving, Texas 75062

02/05/22



INITIAL ASSESSMENT REPORT

Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Report Date: 02/05/22

PROJECT NUMBER: 22-00217E
PROJECT DIRECTOR: Darren Gowers
PROJECT MANAGER: Thomas O'Hanlon

BACKGROUND: BlueTeam was contacted on 4 Feb 3:31 PM MST 2022 to respond to water damage to the La Quinta Denver Louisville / Boulder facility. It was reported that water above the lobby .

Client Reported as:

OVERVIEW OF DAMAGES: Water supply line ruptured causing damage to the walls and floor of the lobby and kitchen/pantry area. **BT Verified Upon Inspection:**

- # Floors Affected: 1
- # Rooms Affected: 2
- Estimated Square Footage Affected: 1500.0

Lobby area and kitchen/food prep area affected by water from a ruptured pipe within the ceiling.

Investigations will take place to determine the exact extent of the damage. It is likely that removal of the kitchen cabinets and units within both the lobby and kitchen/prep areas will need to be removed to aid drying.

TODAY'S PROGRESS:

Notes: Lobby - Extract all standing water - Mop up remaining standing water - Place drying equipment Pantry - Extract all standing water - Mop up remaining standing water - Place drying equipment equipment

Site Tasks Performed:

- Mobilization BlueTeam mobilized man power, trucks and equipment to the site location
- Site Assessment BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as our initial impacted areas
- Life, Health & Safety Assessment BlueTeam performed all health, life and safety checks to ensure the property is free and clear from any hazardous conditions for workers and patrons
- Monitor & Reset Equipment BlueTeam monitored and reset equipment to maximize drying efficiency

Work Area Tasks Performed:

Group 1

Floor(s) included: 1

Room(s) included: Lobby, Pantry

Tasks Performed:

- Assessment - BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as the initially impacted areas

GOALS FOR TOMORROW: Pantry - Detach cabinets (upon approval) - Remove affected drywall (upon approval) - Reset drying equipment

ASSESSMENT EQUIPMENT UTILIZED: A Protimeter Surveymaster 5365, a Delmhorst HT-3000, and a FLIR C2 were utilized. We are using industry best practices to determine the extent of damage and affected materials.

855.522.850024-hr Call Center



INITIAL ASSESSMENT REPORT

Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Report Date: 02/05/22

INITIAL PHOTOS:



Front of structure



Lobby; affected area



Lobby; affected area



Lobby; affected area



Lobby; affected area



Lobby; affected area



Pantry; affected area



Pantry; affected area



Source

855.522,850024-hr Call Center



SCOPE REPORT

Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Date of Loss: 02/04/22

Version: 3

Orig. Submitted: 02/07/22

BlueTeam Project 22-00217E - CO

Number:

To: Jon Lundsten

CorePoint Lodging

Director, Facilities

Loss: La Quinta Denver Louisville / Boulder

902 W Dillon Road

Louisville, Colorado, 80027

From: Darren Gowers

Project Director

BlueTeam

Re: broken pipe

CC: Sam Hudson

CorePoint Lodging

Senior Director Asset Management

From: Bryan Meklir

Account Executive

BlueTeam

Description of the Scope:

BlueTeam viewed the Water Loss at La Quinta Denver Louisville / Boulder located at 902 W Dillon Road, in Louisville, Colorado. Jon Lundsten with CorePoint Lodging requested the site inspection.

The following information is respectfully submitted as the necessary means required for stabilizing the structure and or contents to its pre-loss condition. Please note the below referenced scope of work is based upon preliminary investigation only. As additional items become apparent the scope and critical path may change.

General Standards

- 1. **BlueTeam** shall assure that its employees have received safety equipment training, medical surveillance programs, individual health protection measures, and manufacturer's product and material safety data sheets (MSDS) as required for the work by the U.S. Occupational Safety and Health Administration, and as described by this specification. **BlueTeam** will comply with applicable national safety codes and standards.
- 2. Required to have on all buildings per EPA/OSHA regulations, in **BlueTeam's** possession, a documented asbestos survey BEFORE any work commences regarding project demolition, removal of previously demolished debris (created by BlueTeam or any other entity.) or bagging of any possible ACM containing material/ debris. OSHA Code of Federal Regulations **1926.1101(F)(2) provides Initial Exposure Assessment** knowingly or unknowingly. BlueTeam follow's the EPA Guidelines for Asbestos NESHAP (Demolition/Renovation) Requirements.
- 3. **BlueTeam** shall maintain a copy of all current SDS documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification

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Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Date of Loss: 02/04/22

Version: 3

SCOPE OF WORK

The following material is presented in an order that insures all affected areas are properly addressed from a procedural point of view. The chronological sequence of events, in which these procedures will be performed, is discussed later in this proposal under Critical Path Management Program (CPM). The Scope of Service is broken into the following general areas of concern

- · BlueTeam will provide any and all Consumable/Equipment to complete the Restoration and or dehumidification process.
- · All employees will sign-in/sign-out prior to entering or exiting the property
- · On-site Safety meeting will be held daily and logged
- All BlueTeam employees will be properly supervised with a management to technician of approx.: (1) Manager to (10) Technicians
- BlueTeam proposes to run crews on a 12-hour basis
 - Each shift will consist of:
 - o (1) Project Director(s) Darren Gowers
 - o (1) Project Manager(s) Thomas O'Hanlon
 - o (1) Project Supervisor(s)

Please note that BlueTeam will scale up or scale down as requested by customer's priorities.

- . BlueTeam proposes to complete the restoration work in approximately 14 working days, including weekends
- BlueTeam will provide a continual dumpster rotation to ensure debris is disposed of in a timely manner if necessary
- . BlueTeam will work with CorePoint Lodging to address any special requirements that need to be prioritized to accommodate the critical path
- BlueTeam will provide certificate of insurance with insured named as additional

Detailed Scope of Work (Broken Out)



La Quinta Denver Louisville / Boulder

Louisville, Colorado

855.522.850024-hr Call Center

Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder





Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Date of Loss: 02/04/22

Version: 3

Loss Type Action

| Date of Loss | Type of Loss | Event Name | Category of Loss | ACM Survey on File | Firm Utilized |
|--------------|--------------|------------|------------------|--------------------|---------------|
| 02/04/22 | Water | | 2 | Yes | |

Estimated square footage affected: 1500 sq. feet

Generalized Scope of Work

Group 1 - Work Area(s) Included:

Floor(s): 1

Room(s): Lobby , Pantry

Description of Work:

- · Extract all standing water
- Manipulate all the contents away from the affected areas.
- Remove wall cabinets from within pantry/kitchen prep area.
 - Inventory all the contents that need to be manipulated away from the affected areas. (Document any damaged pieces, along with photo documentation.)
- · Cover and protect the linens (Drapery)
- · Utilize the moisture map to remove un salvageable building materials.
- Remove and discard the base trim.
- · Clean and treat affected concrete slab.
- Cover & protect the contents during demo.
- Remove all the base plates/electrical covers / etc. bag and save for re-use.
- Take note of where the electrical lines run along with any water lines with in the demo area
- · Chalk line all affected walls at a 2ft level.
- Remove & discard the affected sheetrock within the 2ft flood cut range.
- Remove & discard the affected insulation within the 2ft flood cut range.
- On lobby/pantry wall, remove and discard sheetrock full height from Pantry side.
- Remove and discard sheetrock from downstand/ceiling above lobby cabinets.
- Discard all debris into BlueTeam provided dumpsters.
- Hepa vac up all dust debris particles.
- Wipe down inside wall cavity and studs with an anti-microbial agent.
- Treat all affected areas with an anti-microbial agent.
- Encapsulate affected sheathing and wall studs with 40/20 antimicrobial- (if needed)
- · After demo is complete wipe down room with an anti-microbial agent.
- After demo is complete Clean & deodorize all the commercial grade carpeting.

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Project Number: 22-00217E





Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Date of Loss: 02/04/22

Version: 3

Equipment Utilization Summary

| Equipment | Total Unit |
|---|------------|
| Communication Package | 1 |
| Air Scrubber - HEPA Filtration Unit / Large | 1 |
| Dehumidifier - Refrigerant X Large | 3 |
| Fan - Axiał | 10 |
| Fan - Snail Carpet blowers | 8 |
| Office Set - Scanner and Internet | |
| Vacuum - Flood Pumper, Portable Extractor | |
| Vehicle - Box Truck Large (24 ft - 28 ft) | |
| Suction Hose - 2" (20' Section) | 1 |

Initial Photos



Lobby; affected area



Lobby; affected area



Lobby; affected area



Lobby; affected area



Lobby; area flooded



Lobby; area flooded





Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Date of Loss: 02/04/22

Version: 3







Lobby; first responders equipment

Pantry; affected area

Pantry; affected area

Critical Path Management

Understanding the sense of urgency inherent in projects of this nature, a flexible approach to the restoration project is critical. Following acceptance of this scope of work, a Critical Path Management (CPM) Program will be established that will outline the definitive sequence of events and their corresponding time frames for completion of the project. This CPM Program will be formulated based solely on the sense of urgency as reflected by CorePoint Lodging, considering each phase of this operation. Coordination of all phases of this restoration project is critical to the successful, timely, and cost effective completion of the work. The sequence in which the work will be performed will be discussed following the determination of the Critical Path.

Important Points

This scope is an overview of the initial project. Some cleaning procedures outlined above may be changed at the discretion of **BlueTeam's** management to maximize effectiveness and efficiency any changes will be noted and submitted to all parties and described as change orders. This scope is not intended to be a sequential outline of work but rather an overview of the total project. Any changes or alterations to this scope at the request of building management may cause an adjustment to the total project cost.

It is assumed that **BlueTeam** will have necessary access to the facility. Common utilities such as water and electrical power must be readily available in suitable quantities. All work and services provided for in this scope are based on initial inspections of the damage. <u>Due to the unknowns in dealing with losses of this nature</u>, some methods of the cleaning/restoration efforts may require adjustment as the job progresses. All work provided for in this scope is intended to be accomplished under "best effort" circumstances.

Daily communication is critical for the success of any project. In an effort to keep all interested parties apprised of the status of this project, we request that the **BlueTeam's** on-site Project Manager and a designated representative from CorePoint Lodging meet daily. It is preferable that this representative have decision-making authority regarding any changes, either additions or deletions, to this scope of work.

Pricing

BlueTeam proposes to perform the scope of services as outlined above on a time and consumables contract based on the agreed upon Schedule of Rates that are included as attachment "A".

The estimated (Budgetary) price for the above referenced restoration scope is:

\$14,400.00 to \$16,600.00

Please note all associated back up will be produced to validate the final invoice amount.

* The above estimated amount does not include any applicable tax or required permitting fees.

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SCOPE REPORT

Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Date of Loss: 02/04/22

Version: 3

Scheduling

BlueTeam will approach this project on a best-effort basis. The estimated completion time of the Restoration Cleaning is approx.: 14 working days based on a 12-hour workday.

It has been BlueTeam's pleasure to submit this proposal to Jon Lundsten with CorePoint Lodging. Thank you for your consideration and cooperation

Respectfully Submitted,

Darren Gowers Project Director

BlueTeam

(561) 260-3468 (Mobile) dgowers@blueteamcorp.com Bryan Meklir President BlueTeam

(248) 330-0115 (Mobile) bmeklir@bbmkcontracting.com

855.522.850024-hr Call Center

Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder



BlueTeam Daily Field Report



La Quinta Denver Louisville / Boulder 902 W Dillon Road Louisville, Colorado 80027

Prepared for:

CorePoint Lodging
125 East John W Carpenter Freeway
Irving, Texas 75062

02/04/22 - 02/06/22

855.522.850024-hr Call Center



Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Report Date: 02/04/2022

DETAILS

Date Day Day Shift PM 02/04/22 Thomas O'Hanlon Day Shift Weather **Project Director** Safety Topic **SUNNY** Darren Gowers Dress for the Job Hygrometer Type IR Therm Camera Moisture Meter Type Delmhorst HT-3000 FLIR C2 Protimeter Surveymaster 5365

DAILY PROGRESS

TODAY'S PROGRESS:

Notes:

Lobby

- Extract all standing water
- Mop up remaining standing water
- Place drying equipment

Pantry

- Extract all standing water
- Mop up remaining standing water
- Place drying equipment

Site Tasks Performed:

- Mobilization BlueTeam mobilized man power, trucks and equipment to the site location
- Site Assessment BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as our initial impacted areas
- Life, Health & Safety Assessment BlueTeam performed all health, life and safety checks to ensure the property is free and clear from any hazardous conditions for workers and patrons
- Monitor & Reset Equipment BlueTeam monitored and reset equipment to maximize drying efficiency

Work Area Tasks Performed:

Group 1

Floor(s) included:1

Room(s) included:Lobby, Pantry

Tasks Performed:

- Assessment - BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as the initially impacted areas

DELAYS OR UNFORESEEN CONDITIONS

None at this time.

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Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder



Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Report Date: 02/04/2022

PLANS FOR TOMORROW

Pantry

- Detach cabinets (upon approval)
- Remove affected drywall (upon approval)
- Reset drying equipment

PROGRESS PHOTOS



Front of structure



Lobby; first responders equipment



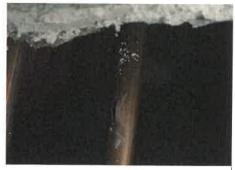
Lobby; water coming through ceiling and lights



Pantry; first responders equipment



Pantry; first responders equipment



Source



Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Report Date: 02/04/2022

DETAILS

| Date | Day | Day Shift PM | | | |
|-------------------|-----------------|------------------------------|---------------------|--|--|
| 02/05/22 | 2 | Thomas O'Hanlon | | | |
| Day Shift Weather | | Project Director | Safety Topic | | |
| SUNNY | | Darren Gowers | Accident Prevention | | |
| Hygrometer Type | IR Therm Camera | Moisture Meter Type | | | |
| Delmhorst HT-3000 | FLIR C2 | Protimeter Surveymaster 5365 | | | |
| | | | | | |

DAILY PROGRESS

TODAY'S PROGRESS:

Notes:

Lobby

- Set BTR drying equipment
- Extracted water from additional breaks

Pantry

- Extracted water from additional breaks

Site Tasks Performed:

- Site Assessment BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as our initial impacted areas
- Life, Health & Safety Assessment BlueTeam performed all health, life and safety checks to ensure the property is free and clear from any hazardous conditions for workers and patrons
- Power and Distribution BlueTeam set up temporary power source and power distribution cables to energize the facility
- Monitor & Reset Equipment BlueTeam monitored and reset equipment to maximize drying efficiency

Work Area Tasks Performed:

Group 1

Floor(s) included:1

Room(s) included:Lobby, Pantry

Tasks Performed:

- Assessment BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as the initially impacted areas
- Equipment Placement BlueTeam placed equipment in affected areas to dry impacted wet materials and to maintain environmental conditions, mitigating secondary damages due to microbial growth

DELAYS OR UNFORESEEN CONDITIONS

Found 5 more breaks in the water lines that have reflooded the lobby and pantry. All of the known breaks will be repaired by tomorrow morning.

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Project Number: 22-00217E Project Name: La Quinta Denver Louisville / Boulder



Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Report Date: 02/04/2022

PLANS FOR TOMORROW

Pantry

- Detach cabinets
- Remove affected drywall
- Bag all debris generated
- Adjust equipment as necessary

PROGRESS PHOTOS



Lobby; area flooded



Lobby; area flooded



Lobby; first responder equipment removal



Lobby; first responder equipment removal



Lobby; first responder equipment removal



Lobby; pipe break



Lobby; plumbers cuts



Lobby; plumbing repair



Lobby; plumbing repair



Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Report Date: 02/04/2022

DETAILS

Date Day Day Shift PM 02/06/22 3 Thomas O'Hanlon Day Shift Weather Project Director Safety Topic SUNNY Darren Gowers Personal Protective Equipment - Eye Protection

IR Therm Camera Moisture Meter Type

Delmhorst HT-3000 FLIR C2 Protimeter Surveymaster 5365

DAILY PROGRESS

TODAY'S PROGRESS:

Hygrometer Type

Notes:

Lobby

- Reset equipment to better target affected materials

- Reset equipment to better target affected materials

Site Tasks Performed:

- Site Assessment BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as our initial impacted areas
- Life, Health & Safety Assessment BlueTeam performed all health, life and safety checks to ensure the property is free and clear from any hazardous conditions for workers and patrons
- Monitor & Reset Equipment BlueTeam monitored and reset equipment to maximize drying efficiency

Work Area Tasks Performed:

Group 1

Floor(s) included:1

Room(s) included:Lobby, Pantry

Tasks Performed:

- Assessment - BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as the initially impacted areas

DELAYS OR UNFORESEEN CONDITIONS

Waiting for plumber to fix all of the burst pipes.

PLANS FOR TOMORROW

Pantry

- Detach cabinets

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Project Number: 22-00217E Project Name: La Quinta Denver Louisville / Boulder



Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Report Date: 02/04/2022

- Remove affected drywall
- Bag all debris generated
- Adjust equipment as necessary

PROGRESS PHOTOS







Equipment placement

Equipment placement

Equipment placement

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Project Number: 22-00217E Project Name: La Quinta Denver Louisville / Boulder





INVOICE #22-00217E-1F

nvoice Date: 03/11/22

Invoice Type: Final

Amount Due (USD)

\$19,645.50

| Project #: | 22-00217E |
|------------------|--|
| Project Name: | La Quinta Denver Louisville / Boulder |
| Address: | 902 W Dillon Road Louisville, Colorado 80027 |
| Ship To: | CorePoint Lodging |
| Address: | 125 East John W Carpenter Freeway |

| Description | Amount |
|--|-------------|
| Services Performed - 02/04/22 - 02/17/22 | \$21,367.25 |
| Total Discounts | \$1,721.75 |
| Subtotal | \$19,645.50 |
| Taxes | \$0.00 |
| Your Total | \$19,645.50 |

Due Date: 04/10/22

Terms:

Net 30 - Interest accrues at rate of 1% per month

Irving, Texas 75062

Remit To:

BBMK CONTRACTING, LLC (d/b/a BlueTeam)

Address:

PO BOX 936689

ATLANTA GA 31193-6689

Discount Details

BlueLine Savings \$309.75

No Charge Items \$1,412.00

Total Annual Savings \$12,709.99

www.blueteamcorp.com





DETAILS

| Number | Invoice Date | Payment Status | | | | | | | |
|---------------------|------------------------|-----------------------------------|---------------------------------------|--|--|--|--|--|--|
| 22-00217E-1F | 03/11/22 | Paid | | | | | | | |
| Туре | Total Invoice | Preferred Client Discount | Original Receivable | | | | | | |
| | | | • | | | | | | |
| Final | \$19,645.50 | \$0.00 | \$19,645.50 | | | | | | |
| Transactions Amount | Outstanding Receivable | Description | | | | | | | |
| \$19,645.50 | \$0.00 | La Quinta Denver Louisville / Bou | La Quinta Denver Louisville / Boulder | | | | | | |
| | | - (Water Loss) DOL: 02/04/22 | | | | | | | |

TOTALS

| Total | Total before taxes | Tax | Name |
|-------------|--------------------|--------------------|--------------------|
| \$6,348.45 | \$6,348.45 | 0% | Total Labor Charge |
| \$636.00 | \$636.00 | 0% | Vendors |
| \$12,429.80 | \$12,429.80 | 0% | Equipment |
| \$231.25 | \$231.25 | 0% | Consumable |
| \$19,645.50 | | Total before taxes | |
| \$19,645.50 | | Total | |





LABOR

| Trade | Reg Hours | Base Rate | Reg Billed | OT Hours | OT Rate | OT Billed | HDY Hours | HDY Rate | HDY Billed | Total Hours | Total Cost |
|--------------------------------|--------------|--------------|---------------|-------------|------------|--------------|--------------|-------------|---------------|----------------|---------------|
| E-Response Technician | 9 | \$55.00 | \$495.00 | 0 | \$82.50 | \$0.00 | 0 | \$110.00 | \$0.00 | 9 | \$495.00 |
| Project Director | 15 | \$120.00 | \$1,800.00 | 0 | \$180.00 | \$0.00 | 0 | \$240.00 | \$0.00 | 15 | \$1,800.00 |
| Project Manager | 25 | \$105.00 | \$2,625.00 | 0 | \$157.50 | \$0.00 | 0 | \$210.00 | \$0.00 | 25 | \$2,625.00 |
| Regional Operations Manager | 15 | \$95.23 | \$1,428.45 | 0 | \$142.85 | \$0.00 | 0 | \$190.46 | \$0.00 | 15 | \$1,428.45 |
| TOTAL | 64 | | \$6,348.45 | 0 | | \$0.00 | 0 | | \$0.00 | 64 | \$6,348.45 |

Week 1 (01/31/22 - 02/06/22)

| Name | Trade | Mon 01/31/22 | Tue 02/01/22 | Wed 02/02/22 | Thu 02/03/22 | Fri 02/04/22 | Sat 02/05/22 | Sun 02/06/22 | Reg. Time | HDY Time | O.T. | Total |
|---------------------------------------|-------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------------|-----------------|--------------|-------------|------|-------|
| Tanner Bridges | ERT | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 2 |
| James Curtis | ERT | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 2 |
| Darren Gowers | PD | 0 | 0 | 0 | 0 | 1 | 2 | 1 | 4 | 0 | 0 | 4 |
| Micheal Moore | ROM | 0 | 0 | 0 | 0 | 1 | 2 | 1 | 4 | 0 | 0 | 4 |
| Thomas O'Hanlon | PM | 0 | 0 | 0 | 0 | 4 | 2 | 2 | 8 | 0 | 0 | 8 |
| Josh Schwartz | ERT | 0 | 0 | 0 | 0 | 0 | 2.5 | 0 | 2.5 | 0 | 0 | 2.5 |
| Jordi Smith | ERT | 0 | 0 | 0 | 0 | 0 | 2.5 | 0 | 2.5 | 0 | 0 | 2.5 |
| Sub-Total E-Response Technician | | | | | | | | | 9 | 0 | 0 | 9 |
| Sub-Total Project Director | | | | | | | | | 4 | 0 | 0 | 4 |
| Sub-Total Project Manager | | | | | | | | | 8 | 0 | 0 | 8 |
| Sub-Total Regional Operations Manager | | | | | | | | | 4 | 0 | 0 | 4 |
| Total per week | | 0 | 0 | 0 | 0 | 10 | 11 | 4 | 25 | 0 | 0 | 25 |

Week 2 (02/07/22 - 02/13/22)

| Name | Trade | Mon 02/07/22 | Tue 02/08/22 | Wed 02/09/22 | Thu 02/10/22 | Fri 02/11/22 | Sat 02/12/22 | Sun 02/13/22 | Reg. Time | HDY Time | О.Т. | Total |
|---------------------------------------|-------|---------------------|-----------------|-----------------|-----------------|-----------------|---------------------|-----------------|--------------|-------------|------|-------|
| Darren Gowers | PD | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 | 0 | 0 | 7 |
| Micheal Moore | ROM | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 | 0 | 0 | 7 |
| Thomas O'Hanlon | РМ | 3 | 3 | 2 | 1 | 1 | 1 | 1 | 12 | 0 | 0 | 12 |
| Sub-Total Project Director | | | | | | | | | 7 | 0 | 0 | 7 |
| Sub-Total Project Manager | | | | | | | | | 12 | 0 | 0 | 12 |
| Sub-Total Regional Operations Manager | | | | | | | | | 7 | 0 | 0 | 7 |
| Total per week | | 5 | 5 | 4 | 3 | 3 | 3 | 3 | 26 | 0 | 0 | 26 |

Project: 22-00217E - La Quinta Denver Louisville / Boulder





Week 3 (02/14/22 - 02/20/22)

| Name | Trade | Mon 02/14/22 | Tue 02/15/22 | Wed 02/16/22 | Thu 02/17/22 | Fri 02/18/22 | Sat 02/19/22 | Sun 02/20/22 | Reg. Time | HDY Time | O.T. | Total |
|---------------------------------------|-------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------------|-----------------|--------------|-------------|------|-------|
| Darren Gowers | PD | 1 | 1 | 1 | 1 | 0 | ٥ | 0 | 4 | 0 | 0 | 4 |
| Micheal Moore | ROM | 1 | 1 | 1 | 1 | 0 | 0 | 0 | 4 | 0 | 0 | 4 |
| Thomas O'Hanlon | PM | 1 | 1 | 1 | 2 | 0 | 0 | 0 | 5 | 0 | 0 | 5 |
| Sub-Total Project Director | | | | | | | | | 4 | 0 | 0 | 4 |
| Sub-Total Project Manager | | | | | | | | | 5 | 0 | 0 | 5 |
| Sub-Total Regional Operations Manager | | | | | | | | | 4 | 0 | 0 | 4 |
| Total per week | | 3 | 3 | 3 | 4 | 0 | 0 | 0 | 13 | 0 | 0 | 13 |





VENDORS

Week 1 (02/07/22 - 02/13/22)

| Vendor | Description | Cost Code | Base Rate | Markup | Total |
|---------------------------|---|-----------|-----------|--------|----------|
| FUZION FIELD SERVICES LLC | Regular Charges: FUZION FIELD SERVICE Greeley COREF# lwNTeIhftZn squareup.com/rec 02/07/22 | 13500 | \$530.00 | 20% | \$636.00 |
| TOTAL | | | | | \$636.00 |





EQUIPMENT

| Equipment | Quantity | Invoice per Unit | Total Invoice |
|---|----------|------------------|---------------|
| Vacuum - Flood Pumper, Portable Extractor | 4 | \$149.00 | \$596.00 |
| Office Set - Scanner and Internet | 14 | \$60.00 | \$840.00 |
| Air Mover - Snail Carpet blowers | 96 | \$31.00 | \$2,976.00 |
| Meter - Penetrating/Non-penetrating | 14 | \$0.00 | \$0.00 |
| Dehumidifier - Refrigerant X-Large | 32 | \$140.00 | \$4,480.00 |
| Meter - Hygrometer | 14 | \$0.00 | \$0.00 |
| Vehicle - Box Truck Large (24 Ft 28 Ft.) | 14 | \$245.50 | \$3,437.00 |
| Suction Hose - 2" (20' Section) | 6 | \$16.80 | \$100.80 |
| TOTAL | | | \$12,429.80 |

Week 1 (01/31/22 - 02/06/22)

| Equipment | Mon 01/31/22 | Tue 02/01/22 | Wed 02/02/22 | Thu 02/03/22 | Fri 02/04/22 | Sat 02/05/22 | Sun 02/06/22 | Units |
|---|---------------------|-----------------|-----------------|-----------------|-----------------|---------------------|------------------------|-------|
| Vacuum - Flood Pumper, Portable Extractor | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 3 |
| Office Set - Scanner and Internet | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 3 |
| Air Mover - Snail Carpet blowers | 0 | 0 | 0 | 0 | 8 | 8 | 8 | 24 |
| Meter - Penetrating/Non-penetrating | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 3 |
| Dehumidifier - Refrigerant X-Large | 0 | 0 | 0 | 0 | 3 | 3 | 3 | 9 |
| Meter - Hygrometer | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 3 |
| Vehicle - Box Truck Large (24 Ft 28 Ft.) | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 3 |
| Suction Hose - 2" (20' Section) | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 2 |

Week 2 (02/07/22 - 02/13/22)

| Equipment | Mon 02/07/22 | Tue 02/08/22 | Wed 02/09/22 | Thu 02/10/22 | Fri 02/11/22 | Sat 02/12/22 | Sun 02/13/22 | Units |
|---|------------------------|-----------------|-----------------|-----------------|---------------------|---------------------|---------------------|-------|
| Vacuum - Flood Pumper, Portable Extractor | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Office Set - Scanner and Internet | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 |
| Air Mover - Snail Carpet blowers | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56 |
| Meter - Penetrating/Non-penetrating | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 |
| Dehumidifier - Refrigerant X-Large | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 19 |
| Meter - Hygrometer | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 |
| Vehicle - Box Truck Large (24 Ft 28 Ft.) | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 |
| Suction Hose - 2" (20' Section) | 1 | 0 | 0 | 0 | 0 | 1 | 1 | 3 |

Project: 22-00217E - La Quinta Denver Louisville / Boulder





Week 3 (02/14/22 - 02/20/22)

| Equipment | Mon 02/14/22 | Tue 02/15/22 | Wed 02/16/22 | Thu 02/17/22 | Fri 02/18/22 | Sat 02/19/22 | Sun 02/20/22 | Units | |
|---|------------------------|-----------------|-----------------|---------------------|-----------------|---------------------|-----------------|-------|--|
| Office Set - Scanner and Internet | 1 | 1 | 1 | 1 | 0 | 0 | 0 | 4 | |
| Fan - Snail Carpet blowers | 8 | 8 | 0 | 0 | 0 | 0 | 0 | 16 | |
| Meter - Penetrating/Non-penetrating | 1 | 1 | 1 | 1 | 0 | 0 | 0 | 4 | |
| Dehumidifier - Refrigerant X Large | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 4 | |
| Meter - Hygrometer | 1 | 1 | 1 | 1 | 0 | 0 | 0 | 4 | |
| Vehicle - Box Truck Large (24 ft - 28 ft) | 1 | 1 | 1 | 1 | 0 | 0 | 0 | 4 | |
| Suction Hose - 2" (20' Section) | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |





CONSUMABLES

| | | | | | | | | | |
|--------------------------|--------------------------|--------------------------|---------------------|-----------------|-----------------|---------------------|-----------------|----------|--|
| Consumable | Quantity | | Invoice per Unit | | | | Total Invoice | | |
| Mop Heads-Cotton | 2 | | | \$ | 0.00 | | | \$0.00 | |
| Disinfectant (Botanical) | 1 | | | \$8 | 8.00 | | \$88.00 | | |
| Wipes - Terry Towel | 2 | | | \$. | 5.50 | | \$11.00 | | |
| Trash Bags - 3 Mil | 2 | | | \$59 | 9.00 | | | \$118.00 | |
| Painters (Blue) Tape | 1 | | | \$14 | 4.25 | | | \$14.25 | |
| TOTAL | | | | | | | | \$231.25 | |
| | Week 1 (01/31 - 02/06/2 | (2) | | | | | | | |
| Consumables | Mon 01/31/2 | | Wed 02/02/22 | Thu 02/03/22 | Fri 02/04/22 | Sat 02/05/22 | Sun 02/06/22 | Units | |
| Mop Heads-Cotton | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 2 | |
| | Week 2 (02/07 - 02/13/2 | 2) | | | | | | | |
| Consumables | Mon 02/07/2 | Tue 2 02/08/22 | Wed 02/09/22 | Thu 02/10/22 | Fri 02/11/22 | Sat 02/12/22 | Sun 02/13/22 | Units | |
| Disinfectant (Botanical) | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | |
| Wipes - Terry Towel | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 2 | |
| Trash Bags - 3 Mil | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | |
| | Week 3 (02/14 - 02/20/2) | 2) | | | | | | | |
| Consumables | Mon 02/14/2: | Tue 2 02/15/22 | Wed 02/16/22 | Thu 02/17/22 | Fri 02/18/22 | Sat 02/19/22 | Sun 02/20/22 | Units | |
| Trash Bags - 3 Mil | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | |
| Painters (Blue) Tape | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | |





CREW SHEETS

| 02/04/22 | | | | | | |
|------------|-----------|-----------------------------|---------|----------------|-------|--|
| First Name | Last Name | Trade | Time In | Time Out Lunch | Total | Signature |
| Darren | Gowers | Project Director | 4:00 PM | 5:00 PM 0 | 1 | 06 |
| Micheal | Moore | Regional Operations Manager | 4:00 PM | 5:00 PM 0 | 1 | ~ |
| Thomas | O'Hanlon | Project Manager | 4:00 PM | 8:00 PM 0 | 4 | hon |
| James | Curtis | E-Response Technician | 8:00 AM | 10:00 AM 0 | 2 | المن من المن المن المن المن المن المن ال |
| Tanner | Bridges | E-Response Technician | 8:00 AM | 10:00 AM 0 | 2 | \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ |
| 02/05/22 | | | | | | |
| First Name | Last Name | Trade | Time In | Time Out Lunch | Total | Signature |
| Darren | Gowers | Project Director | 4:00 PM | 6:00 PM 0 | 2 | 06 |
| Micheal | Moore | Regional Operations Manager | 4:00 PM | 6:00 PM 0 | 2 | ~ |
| Thomas | O'Hanion | Project Manager | 4:00 PM | 6:00 PM 0 | 2 | how |
| osh | Schwartz | E-Response Technician | 8:00 AM | 10:30 AM 0 | 2.5 | TP |
| ordi | Smith | E-Response Technician | 8:00 AM | 10:30 AM 0 | 2.5 | Ţ. |
| 2/06/22 | | | | | | |
| irst Name | Last Name | Trade | Time In | Time Out Lunch | Total | Signature |
| arren | Gowers | Project Director | 4:00 PM | 5:00 PM 0 | 1 | 06 |
| Iicheal | Moore | Regional Operations Manager | 4:00 PM | 5:00 PM 0 | 1 | ".". U. ≥01,c |
| homas | O'Hanlon | Project Manager | 4:00 PM | 6:00 PM 0 | 2 | Low |
| 2/07/22 | | | | | | |





| First Name | Last Name | Trade | Time In | Time Out | Lunch | Total | Signature |
|------------|-----------|-----------------------------|---------|----------|-------|-------|------------------------------------|
| Darren | Gowers | Project Director | 3:00 PM | 4:00 PM | 0 | 1 | 06 |
| Micheal | Moore | Regional Operations Manager | 3:00 PM | 4:00 PM | 0 | 1 | νι. ₆ - _{20,6} |
| Thomas | O'Hanlon | Project Manager | 3:00 PM | 6:00 PM | 0 | 3 | Low |
| 02/08/22 | | | | | | | |
| First Name | Last Name | Trade | Time In | Time Out | Lunch | Total | Signature |
| Darren | Gowers | Project Director | 3:00 PM | 4:00 PM | 0 | 1 | 06 |
| Micheal | Moore | Regional Operations Manager | 3:00 PM | 4:00 PM | 0 | 1 | W. W. Dole |
| Thomas | O'Hanlon | Project Manager | 3:00 PM | 6:00 PM | 0 | 3 | Low |
| 02/09/22 | | | | | | | |
| First Name | Last Name | Trade | Time In | Time Out | Lunch | Total | Signature |
| Darren | Gowers | Project Director | 8:00 AM | 9:00 AM | 0 | 1 | 06 |
| Micheal | Moore | Regional Operations Manager | 8:00 AM | 9:00 AM | 0 | 1 | W. 1. 6√20, C. |
| Thomas | O'Hanlon | Project Manager | 8:00 AM | 10:00 AM | 0 | 2 | Low |
| 02/10/22 | | | | | | | |
| First Name | Last Name | Trade | Time In | Time Out | Lunch | Total | Signature |
| Darren | Gowers | Project Director | 7:00 PM | 8:00 PM | 0 | 1 | D.G. |
| Micheal | Moore | Regional Operations Manager | 7:00 PM | 8:00 PM | 0 | 1 | M- Nore |
| Thomas | O'Hanlon | Project Manager | 7:00 PM | 8:00 PM | 0 | 1 | Lord |
| 02/11/22 | | | | | | | |
| First Name | Last Name | Trade | Time In | Time Out | Lunch | Total | Signature |





| Darren | Gowers | Project Director | 7:00 AM | 8:00 AM | 0 1 | 06 |
|------------|-----------|-----------------------------|---------|-------------|-------------|---------------|
| Micheal | Moore | Regional Operations Manager | 7:00 AM | 8:00 AM | 0 1 | w. '€ 3010 |
| Thomas | O'Hanlon | Project Manager | 7:00 AM | 8:00 AM | 0 1 | Low |
| 02/12/22 | | | | | | |
| First Name | Last Name | Trade | Time In | Time Out | Lunch Total | l Signature |
| Darren | Gowers | Project Director | 7:00 AM | 8:00 AM (| 0 1 | 06 |
| Micheal | Moore | Regional Operations Manager | 7:00 AM | 8:00 AM (| 0 1 | ~(√=01,0 |
| Thomas | O'Hanlon | Project Manager | 7:00 AM | 8:00 AM 0 | 0 1 | how |
| 02/13/22 | | | | | | |
| First Name | Last Name | Trade | Time In | Time Out L | unch Total | Signature |
| Darren | Gowers | Project Director | 7:00 AM | 8:00 AM 0 |) 1 | 06 |
| Micheal | Moore | Regional Operations Manager | 7:00 AM | 8:00 AM 0 |) 1 | W.W. 2016 |
| Thomas | O'Hanlon | Project Manager | 7:00 AM | 8:00 AM 0 | 1 | how |
| 02/14/22 | | | | | | |
| First Name | Last Name | Trade | Time In | Time Out L | unch Total | Signature |
| Darren | Gowers | Project Director | 7:00 AM | 8:00 AM 0 | 1 | 06 |
| Micheal | Moore | Regional Operations Manager | 7:00 AM | 8:00 AM 0 | 1 | لار. الرءي |
| Thomas | O'Hanlon | Project Manager | 7:00 AM | 8:00 AM 0 | 1 | Low |
| 02/15/22 | | | | | | |
| First Name | Last Name | Trade | Time In | Time Out Lu | unch Total | Signature |
| Darren | Gowers | Project Director | 7:30 PM | 8:30 PM 0 | 1 | 06 |



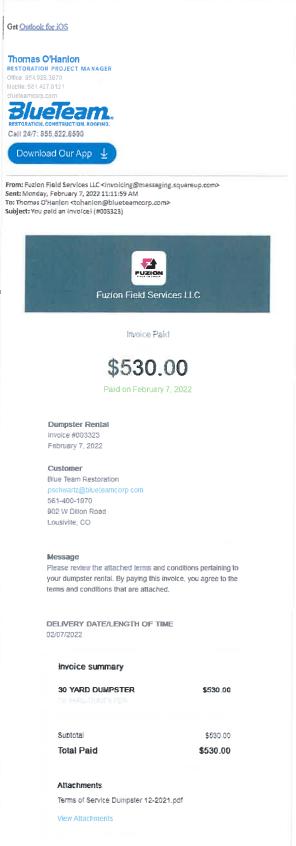


| Micheal | Moore | Regional Operations Manager | 7:30 PM | 8:30 PM | 0 | 1 | ~"~~~~ |
|------------|-----------|-----------------------------|---------|----------|-------|-------|-----------|
| Thomas | O'Hanlon | Project Manager | 7:30 PM | 8:30 PM | 0 | 1 | Low |
| 02/16/22 | | | | | | | |
| First Name | Last Name | Trade | Time In | Time Out | Lunch | Total | Signature |
| Darren | Gowers | Project Director | 7:30 AM | 8:30 AM | 0 | 1 | 06 |
| Micheal | Moore | Regional Operations Manager | 7:30 AM | 8:30 AM | 0 | 1 | w. 60≥01c |
| Thomas | O'Hanlon | Project Manager | 7:30 AM | 8:30 AM | 0 | 1 | Low |
| 02/17/22 | | | | | | | |
| First Name | Last Name | Trade | Time In | Time Out | Lunch | Total | Signature |
| Darren | Gowers | Project Director | 5:00 PM | 6:00 PM | 0 | 1 | 06 |
| Micheal | Moore | Regional Operations Manager | 5:00 PM | 6:00 PM | 0 | 1 | المراء م |
| Thomas | O'Hanlon | Project Manager | 5:00 PM | 7:00 PM | 0 | 2 | Lan |



VENDOR ATTACHMENTS

FUZION FIELD SERVICES LLC - Regular Charges: FUZION FIELD SERVICE Greeley COREF# lwNTelhftZn squareup.com/rec 02/07/22



22-00217E - La Quinta Denver Louisville / Boulder



Fuzion Field Services LLC ar@fuzionfs.com 970-673-5385

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INVOICE

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LIEN WAIVERS

GENERAL CONTRACTOR'S FINAL CONDITIONAL RELEASE AND WAIVER OF LIENS

| Property: La Quinta Denver Louisville / Boul Management CO: CorePoint Lodging | der | | Contact for: Restoration Service |
|--|---|--|---|
| been paid by the bank upon which it is draw | iontractor for labor, equipment n, the Contractor will issue a Fin . Lender, the project, the real pr | and/or materials supplied in connect al Release and waive all liens, claims, operty upon which the project is loca | tion with the project, and when said check ha liabilities, actions, and demands that ated and any and all other property owned by |
| The undersigned Contractor does hereby fur \$ 0.00 for labor, equipment and/o | ther acknowledge and represer or materials supplied to the pro | | ndersigned has received payments totaling |
| This instrument has been executed as of the | 14th day ofMa | arch , 2022 | |
| BLUETEAM | | | |
| DITT | 03/14/2022 | Florida | Palm Beach |
| SIGNATURE | DATE | STATE OF | COUNTY OF |
| David Mayer NAME | Chief Financial Officer | | • |

Project: 22-00217E - La Quinta Denver Louisville / Boulder



2022 T&M RATE SCHEDULE TERMS AND CONDITIONS (Exhibit A)



The Time and Materials Rate Schedule included herein is subject to change and may be modified or revised upon thirty (30) days written notice otherwise this rate sheet shall be updated annually.

LABOR RATES:

| Position | Acronym | BlueLine Rate | Standard Rate | Anticipated |
|-------------------------------|------------|--------------------|---------------------------------|-------------|
| | FIELD LA | ABOR | | CAT Rate |
| General Labor | GL | \$39.90 | \$45.89 | \$49.88 |
| General Labor-BlueTeam | GLB | \$39.90 | \$45.89 | \$49.88 |
| Remediation Labor | RL | \$47.50 | \$54.63 | \$59.38 |
| E-Response Technician | ERT | \$55.00 | | \$68.75 |
| Production Technician | RL | \$55.00 | CONTRACTOR OF COMPANY OF STREET | \$68.75 |
| Painter | PT | \$60.00 | \$69.00 | \$75.00 |
| Environmental General Labor | EGL | \$63.75 | \$73.31 | \$79.69 |
| Skilled Labor | SL | \$69.00 | \$79.35 | \$86.25 |
| Content Inventory Supervisor | CIS | \$70.00 | \$80.50 | \$87.50 |
| Carpenter | CARP | \$87.50 | \$100.63 | \$109.38 |
| Drywaller/Finisher | DRY | \$100.00 | \$115.00 | \$125.00 |
| Roofer | RF | \$112.50 | \$129.38 | \$140.63 |
| Security Guard, Unarmed | SEC | \$112.50 | \$129.38 | \$140.63 |
| Trauma / Hazardous Technician | TT | \$239.00 | \$274.85 | \$298.75 |
| | FIELD SUPE | | | <u> </u> |
| Labor Foreman | LF | \$74.50 | \$85.68 | \$93.13 |
| Logistics Coordinator | LC | \$74.68 | \$85.88 | \$93.34 |
| Operations Coordinator | OPSC | \$74.68 | \$85.88 | \$93.34 |
| Equipment Operator | EO | \$87.50 | \$100.63 | \$109.38 |
| Construction Superintendent | CSP | \$98.50 | \$113.28 | \$123.13 |
| Restoration Superintendent | RS | \$98.50 | \$113.28 | \$123.13 |
| Environmental Labor Foreman | ELF1 | \$137.50 | \$158.13 | \$171.88 |
| Trauma / Hazardous Supervisor | TS | \$269.00 | \$309.35 | \$336.25 |
| | ROJECT MAN | THE REAL PROPERTY. | . 3.2 - 1.2 - 1. | ŢŢ. |
| Administrative Assistant | AA | \$67.78 | \$77.94 | \$84.72 |
| Project Accountant | ' PA | \$80.00 | \$92.00 | \$100.00 |
| Regional Operations Manager | ROM | \$89.00 | \$102.35 | \$111.25 |
| Regional Director | RD | \$138.50 | \$159.28 | \$173.13 |
| Assistant Project Manager | APM | \$89.33 | \$102.72 | \$111.66 |
| Project Manager | PM | \$100.00 | \$115.00 | \$125.00 |
| Project Estimator | PE | \$103.63 | \$119.17 | \$129.53 |
| Health & Safety Officer | HSO ! | \$112.50 | \$129.38 | \$140.63 |
| Senior Project Manager | SPM | \$118.58 | \$136.36 | \$148.22 |
| Project Director | PD | \$125.00 | \$143.75 | \$156.25 |
| Construction Project Manager | CPM | \$126.50 | \$145.48 | \$158.13 |
| Senior Consultant | SC | \$175.00 | \$201.25 | \$218.75 |
| Project Executive | PX | \$178.50 | \$205.28 | \$223.13 |



EQUIPMENT RATES:

| Description | Unit | BlueLine Rate | Standard Rate | Anticipated CAT Rate |
|--|---------------|---|---|----------------------|
| Deodorization - Ozone Machine | Each Day | \$100.00 | \$107.00 | |
| Deodorization - Hydroxl Generator | Each Day | \$300.00 | \$321.00 | |
| Vacuum - Wet/Dry Shop Vac | Each Day | \$69.00 | \$73.83 | |
| Vacuum - HEPA | Each Day | \$89.00 | AMERICAN PROPERTY AND PROPERTY AND PERSONS ASSESSED ASSESSED. | |
| Vacuum - HEPA Back Pack | Each Day | \$93.00 | \$99.51 | \$106.02 |
| Vacuum - Flood Pumper, Portable Extractor | | \$149.00 | \$159.43 | \$169.86 |
| Vacuum - Upright | Each Day | \$55.00 | SECRET PRODUCTION AND ADDRESS OF PERSONS PROPERTY. | \$62.70 |
| Kett Dustless Saw | Each Day | \$34.00 | | \$38.76 |
| Miter Power Saw | Each Day | \$28.00 | \$29.96 | \$31.92 |
| Reciprocating Saw | Each Day | \$28.00 | \$29.96 | \$31.92 |
| Air Compressor - Gas Electric | Each Day | \$40.00 | \$42.80 | \$45.60 |
| Air Compressor - Tow Behind | Each Day | \$200.00 | \$214.00 | \$228.00 |
| Dry Ice - Blasting Unit | Each Day | \$675.00 | \$722.25 | \$769.50 |
| Dry Ice - InLine Drying Unit | Each Day | \$125.00 | \$133.75 | \$142.50 |
| Heater - Propane / Torpedo | Each Day | \$35.00 | \$37.45 | \$39.90 |
| Office Set - Scanner and Internet | Each Day | \$60.00 | \$64.20 | \$68.40 |
| Paint Sprayer - Airless | Each Day | \$125.00 | \$133.75 | \$142.50 |
| Pressure Washer - Cold | Each Day | \$115.00 | \$123.05 | \$131.10 |
| Pressure Washer - Hot | Each Day | \$175.00 | \$187.25 | \$199.50; |
| Media Blasting Machine | Each Day | \$475.00 | \$508.25 | \$541.50 |
| Sander - Dustless | Each Day | \$28.00 | \$29.96 | \$31.92 |
| Vehicle - Box Truck Small (14 Ft 16 Ft.) | Each Day | \$152.50 | \$163.18 | \$173.85 |
| | Each Day | \$245.50 | \$262.69 | \$279.87 |
| Vehicle - Pickup | Each Day | \$125.00 | \$133.75 | \$142.50 |
| Vehicle - Cargo Van | Each Day | \$125.00 | \$133.75 | \$142.50 |
| Vehicle - Trailer - Mobile Command | Each Day | \$650.00 | \$695.50 | \$741.00 |
| Vehicle - Trailer - Semi | Each Day | \$185.00 | \$197.95 | \$210.90 |
| Extraction Unit #1 (Trailer or Truck | | *************************************** | | |
| The second secon | Each Hour | \$345.00 | \$369.15 | \$393.30, |
| | Each Sect/Day | \$42.50 | \$45.48 | \$48.45 |
| Dehumidifier - Desiccant 500-700 CFM | Each Day | \$420.00 | \$449.40, | \$478.80 |
| Dehumidifier - Desiccant 1000-2500 CFM | Each Day | \$1,200.00 | \$1,284.00 | \$1,368.00 |
| Dehumidifier - Desiccant 5000-8900 CFM | Each Day | \$2,550.00 | \$2,728.50 | \$2,907.00 |
| Dehumidifier - Refrigerant X-Large | Each Day | \$140.00 | \$149.80 | \$159.60 |
| Air Mover - Snail Carpet blowers | Each Day | \$31.00 | \$33.17 | \$35.34 |
| Air Mover - Axial | Each Day | \$41.00 | \$43.87 | \$46.74 |
| Injecti-Dry Unit | Each Day | \$115.00 | \$123.05 | \$131.10 |
| Flex Duct (25' Section) | Each Day | \$30.00 | \$32.10 | \$34.20 |
| Heater - 400,000 BTU Indirect Fired | Each Day | \$1,250.00 | \$1,337.50 | \$1,425.00 |



EQUIPMENT RATES CONTINUED:

| Description | Unit | BlueLine Rate | Standard Rate | Anticipated |
|---|----------|-----------------------|--------------------|---------------------|
| Heater - 700,000 BTU Indirect Fired | Each Day | \$1,250.00 | | \$1,425.00 |
| Heater - 800,000 Indirect w/ Generator | Each Day | \$1,230.00 | | |
| Generator < 5 kW | Each Day | \$124.50 | \$133.22 | |
| Respirator - Full Face | Each Day | \$124.50 | \$23.54 | \$141.93 \$25.08 |
| Distro - 4/0 Cables 50' 400 Amp (Per Section) | Each Day | \$30.00 | | |
| Personal Fall Protection Harness | PP/Day | \$16.00 | \$17.12 | \$18.24 |
| Distro - Quad Strings | Each Day | \$40.00 | \$42.80 | |
| Distro - Quad Strings Distro - Distribution Panels (200A) | Each Day | \$230.00 | \$246.10 | \$45.60; |
| Distro - Spider Box (50 Amp Power) dist | Each Day | \$120.00 ₁ | \$128.40 | |
| Distro - Cable Ramp | Each Day | \$15.95 | \$17.07 | |
| Lift - Scissor | Each Day | \$240.00 | \$256.80 | \$18.18 \$273.60 |
| Lift - Articulating Boom 30 Ft. | Each Day | | | |
| Pump - Trash 4" | Each Day | \$396.00 | \$423.72 | \$451.44 |
| Suction Hose - 2" (20' Section) | Each Day | \$16.80 | \$193.14 | \$205.77 |
| Suction Hose - 2 (20 Section) Suction Hose - 4" (20' Section) | Each Day | \$30.45 | \$17.98 \$32.58 | \$19.15 |
| Suction Hose - 4" (20" Section) | | | | \$34.71 |
| Air Scrubber - HEPA Filtration Unit/Small | Each Day | \$40.95 | \$43.82 | \$46.68 |
| Air Scrubber - HEPA Filtration Unit/Smail | Each Day | \$104.00 | \$111.28 | \$118.56 |
| Deodorization - Fogger - ULV I Thermal (Electric) | Each Day | \$137.50 | \$147.13 | \$156.75 |
| | Each Day | \$120.00 | \$128.40 | \$136.80 |
| Deodorization - Fogger - ULV Flex & Lite | Each Day | \$120.00 | \$128.40 | \$136.80 |
| Pump - Trash 2" | Each Day | \$125.00 | \$133.75 | \$142.50 |
| Pump - Trash 3" | Each Day | \$215.70 | \$230.80 | \$245.90 |
| Pump - Trash 6" | Each Day | \$465.00 | \$497.55 | \$530.10 |
| Light Towers - Vertical Mast 4-7 kW | Each Day | \$181.20 | \$193.88 | \$206.57 |
| Deodorization - Fogger - Commercial | Each Day | \$120.00 | \$128.40 | \$136.80 |
| Communication Package | Each Day | \$65.00 | \$69.55 | \$74.10 |
| Air Mover - Industrial fan | Each Day | \$69.00 | \$73.83 | \$78.66 |
| Vehicle - Tractor | Each Day | \$350.00 | \$374.50 | \$399.00 |
| Communication Package - Hand Talkies | Each Day | \$17.50 | \$18.73 | \$19.95 |
| Dehumidifier - Refrigerant - Large | Each Day | \$105.00 | \$112.35 | \$119.70 |
| Demolition Cart | Each Day | \$39.00 | \$41.73 | \$44.46 |
| Distro - 20 Amp Cable | Each Day | \$7.80 | \$8.35 | \$8.89 |
| Distro - 5 Wire Cable 50' | Each Day | \$75.00 | \$80.25 | \$85.50 |
| DX Unit (A.C.) - 10 Ton | Each Day | \$975.00 | \$1,043.25 | \$1,111.50 |
| DX Unit (A.C.) - 25-30 Ton | Each Day | \$1,225.00 | \$1,310.75 | \$1,396.50 |
| Generator 7-12 kW | Each Day | \$225.00 | \$240.75 | \$256.50 |
| Generator 100-150 kW | Each Day | \$555.00, | \$593.85 | \$632.70 |
| Generator 175-225 kW | Each Day | \$1,250.00 | \$1,337.50 | \$1,425.00 |
| Generator 20-40 kW | Each Day | \$616.00 | \$659.12 | \$702.24 |



EQUIPMENT RATES CONTINUED:

| Description | Unit | BlueLine Rate | Standard Rate | Anticipated CAT Rate |
|--|----------|-----------------------|-------------------------|--|
| Generator 300-350 kW | Each Day | \$1,680.00 | \$1,797.60 ¹ | \$1,915.20 |
| Generator 500-550 kW | Each Day | \$2,380.00 | \$2,546.60 | \$2,713.20 |
| Generator 50-75 kW | Each Day | \$728.00 ¹ | \$778.96 | \$829.92 |
| Heater - 1,000,000 - 1.2 Mil BTU Indirect w/ Generator | Each Day | \$2,387.00 | \$2,554.09 | \$2,721.18 |
| Heater - Thermostat (Interior) | Each Day | \$35.00 | \$37.45 | \$39.90 |
| Light - Demo | Each Day | \$25.00 | \$26.75 | \$28.50 |
| Power Tools | Each Day | \$28.00 | \$29.96 | Mileta historial desired market marke |
| Pump - 2" Suction Hose (20' Sections) | Each Day | \$20.00 | \$21.40 | \$22.80 |
| Pump - 4" Suction Hose (20' Sections) | Each Day | \$25.00 | \$26.75 | \$28.50 |
| Pump - 6" Suction Hose (20' Sections) | Each Day | \$35.00 | \$37.45 | \$39.90 |
| Safety Harness with Lanyard | Each Day | \$35.00 | \$37.45 | \$39.90 |
| Spot Cooler - 1 Ton w/ Vent & Duct | Each Day | \$325.00 | \$347.75 | \$370.50 |
| Distro - String Lights (50') | Each Day | \$25.00 | \$26.75 | \$28.50 |
| Vacuum - Insulation | Each Day | \$325.00 | \$347.75, | \$370.50 |
| Vehicle - Recovery Semi Trailer | Each Day | \$300.00 | \$321.00 | \$342.00 |
| Vehicle - Trailer (Up to 24') | Each Day | \$145.00 | \$155.15 | \$165.30; |
| Vehicle ATV/UTV, Golfcart | Each Day | \$199.00; | \$212.93 | \$226.86 |
| Distro - Cable Pig Tail | Each Day | \$10.00 | \$10.70 | \$11.40 |
| Personal Fall Protection Harness | Each Day | \$32.00 | \$34.24 | \$36.48 |



CONSUMABLE RATES:

| Name | Unit | BlueLine Rate | Standard Rate | Anticipated |
|---|-------------|---------------|---------------|----------------------------|
| Bags - Insulation Machine | Each | \$26.25 | \$28.09 | CAT Rate \$29.93 |
| Bags -Trash - 3 Mil- 50 | Roll | \$59.00 | \$63.13 | i i |
| Bags -Trash - 6 Mil- 30 | Roll | \$212.00 | \$226.84 | \$241.68 |
| Pre-Spray & Traffic Cleaner | Gallon | \$56.30 | \$60.24 | |
| Respirator - Filter | Each | \$35.50 | \$37.99 | \$40.47 |
| Tape - Caution | Roll | \$21.50 | \$23.01 | \$24.51 |
| Tape - Packaging Box | Roll | \$6.50 | \$6.96 | \$7.41 |
| Absorbent, Zep | Each | \$13.90 | \$14.87 | \$15.85 |
| Advanced Peroxide Cleaner w/ Booster | 2.75 Gallon | \$229.95 | \$246.05 | \$262.14 |
| Advanced Peroxide Cleaner | Gallon | \$78.30 | \$83.78 | \$89.26 |
| All Purpose (Spotter) | Gallon | \$17.10 | \$18.30 | \$19.49 |
| Bags - Red Bio 33 Gallon | Roll | \$180.00 | \$192.60 | \$205.20 |
| Blades, Circular Saw | Each | \$22.00 | \$23.54 | \$25.08 |
| Blades, Kett Dustless Saw | Each | \$77.00 | \$82.39 | \$87.78 |
| Blades, Sawzall | Each | \$10.90 | \$11.66 | \$12.43 |
| Blue Tarps (10 x 12) | Each | \$64.38 | \$68.89 | \$73.39 |
| Box - Banker | Each | \$9.80 | \$10.49 | \$11.17 |
| Box - Book | Each | \$4.15 | \$4.44 | \$4.73 |
| Box - Large | Each | \$5.50 | \$5.89 | \$6.27 |
| Box - Medium | Each | \$4.75 | \$5.08 | \$5.42 |
| Box - Small | Each | \$4.25 | \$4.55 | \$4.85 |
| Carpet Defoamer | Gallon | \$55.80 | \$59.71 | \$63.61 |
| Carpet Masking/Shield | Roll | \$86.50 | \$92.56 | \$98.61 |
| Carpet Rinse & Neutralizer | Gallon | \$13.10 | \$14.02 | \$14.93 |
| Chemical Sponges | Box | \$182.75 | \$195.54 | \$208.34 |
| Coatings - Fosters 40-20 | Gallon | \$139.00 | \$148.73 | \$158.46 |
| Coatings - Kilz II (Water Based) | Gallon | \$38.00 | \$40.66 | \$43.32 |
| Coatings - Kilz Original (Oil-Based) | Gallon | \$47.97 | \$51.33 | \$54.69 |
| Coatings - Shellac Primer/Sealer | Gallon | \$143.00 | \$153.01 | \$163.02 |
| Counteractant Smoke | Gallon | \$112.24 | \$120.10 | \$127.95 |
| Degreaser All-Purpose (Cleaner/Degreaser) | Gallon | \$46.00 | \$49.22 | \$52.44 |
| Degreaser - Green - Benefect - Atomic | Gallon | \$95.00 | \$101.65 | \$108.30 |
| Desiccant Door Kit - Per Opening | Each | \$325.00 | \$347.75 | \$370.50 |
| Diesel Exhaust Fluid (DEF) | 2.5 Gallon | \$27.50 | \$29.43 | \$31.35 |
| Disinfectant (Botanical) | Gallon | \$88.00 | \$94.16 | \$100.32 |
| Disinfectant -Bactri-kill Virucide (Gallon) | Gallon | \$99.00 | \$105.93 | \$112.86 |
| Duct - Lay Flat (14" x 250') | Roll | \$120.00 | \$128.40 | \$136.80 |
| Duct - Lay Flat (22" x 500') | Roll | \$240.00 | \$256.80 | \$273.60 |
| Duct - Lay Flat (33" x 250') | Roll | \$700.00 | \$749.00 | \$798.00 |
| Duct - Lay Flat Connectors | Each | \$13.95 | \$14.93 | \$15.90 |



CONSUMABLE RATES CONTINUED:

| Name | Unit | BlueLine Rate | Standard Rate | Anticipated |
|---|---------|---------------|--------------------|----------------------|
| Dusting Collegeible | LF | \$1.15 | | CAT Rate |
| Ducting - Collapsible Filter – Charcoal for Negative Air 2000 CFM | Each | \$1.13 | \$1.23 \$186.82 | |
| Filter – Charcoal for Negative Air 2000 CFM | Each | \$174.00 | \$100.02 | \$199.04 \$132.24 |
| Filter - Dehumidifier | Each | \$31.50 | \$33.71 | \$132.24 |
| Filter - Scrubber (Large HEPA Primary) | Each | \$399.00 | \$426.93 | \$454.86 |
| Filter - Scrubber (Pleated) | Each | \$18.50 | \$19.80 | 1 94 1951 |
| Filter - Scrubber (Pre-Poly) | Each | \$11.95 | \$12.79 | \$13.62 |
| Filter - Scrubber (Small HEPA) | Each | \$253.00 | \$270.71 | \$288.42 |
| Filter - Vacuum Bag | Each | \$9.25 | \$9.90 | \$10.55 |
| Filter - Vacuum HEPA Bonnet | Each | \$9.95 | \$10.65 | \$11.34 |
| Filter - Vacuum HEPA CVAC (Primary) | Each | \$328.00 | \$350.96 | \$373.92 |
| Foam Blocks | Box | \$66.00 | \$70.62 | \$75.24 |
| Gel Blocks (Green) Deodorizer | Each | \$21.75 | \$23.27 | \$24.80 |
| Glass Cleaner | Gallon | \$34.00 | \$36.38 | \$38.76 |
| Gloves - Black Dot | Pair | \$4.00 | \$4.28 | \$4.56 |
| Gloves - Latex, Nitrile | Box 100 | \$35.00 | \$37.45 | \$39.90 |
| Gloves - Leather | Pair | \$8.00 | \$8.56 | \$9.12 |
| Gloves - Chemical - 28 Mil | Pair | \$6.90 | \$7.38 | \$7.87 |
| Gloves - Cut Resistant | Pair | \$44.00 | \$47.08 | \$50.16 |
| Degreaser- Heavy Duty | Gallon | \$49.80 | \$53.29 | \$56.77 |
| HVAC Coil Cleaner | Gallon | \$38.25 | \$40.93 | \$43.61 |
| Inventory Tags | Box | \$90.50 | \$96.84 | \$103.17 |
| Laundry Detergent | Gallon | \$26.95 | \$28.84 | \$30.72 |
| Wipes - Maslin Dust Cloth | Box | \$55.30 | \$59.17 | \$63.04 |
| Mattress Bags | Each | \$27.92 | \$29.87 | \$31.83 |
| Mediclean Virucide (Gallon) | Gallon | \$74.00 | \$79.18 | \$84.36 |
| Mop - Cotton Mop Head | Each | \$16.00 | \$17.12 | \$18.24 |
| Multi-Enzyme Spotter | Gallon | \$22.50 | \$24.08 | \$25.65 |
| Natural Citrus Solvent | Gallon | \$90.86 | \$97.22 | \$103.58 |
| Odor Freshener / Deodorizer | Gallon | \$64.00 | \$68.48 | \$72.96 |
| Paper - Packing (25 lb. Bundle) | Each | \$39.98 | \$42.78 | \$45.58 |
| PPE Package (Not Tyvek Suits) | PP/Day | \$16.00 | \$17.12 | \$18.24 |
| Plastic Cap Nails | Box | \$64.00 | \$68.48 | \$72.96 |
| Poly - Plastic Sheeting: .70 Mil (12' x 400') | Roll | \$70.00 | \$74.90 | \$79.80 |
| Poly - Plastic Sheeting: 1 Mil (12' x 400') | Roll | \$78.30 | \$83.78 | \$89.26 |
| Poly - Plastic Sheeting: 3 - 4 Mil (20' x 100') | Roll | \$133.00 | \$142.31 | \$151.62 |
| Poly - Plastic Sheeting: 6 Mil (20' x 100') | Roll | \$225.00 | \$240.75 | \$256.50 |
| Poly - Sheeting: Carpet Protector (24' x 200') | Roll | \$87.50 | \$93.63 | \$99.75 |
| Poly - Sheeting: Carpet Protector (36' x 250') | Roll | \$153.50 | \$164.25 | \$174.99 |
| Poly - Sheeting Hangers (Blue) | Case | \$560.00 | \$599.20 | \$638.40 |



CONSUMABLE RATES CONTINUED:

| Name | Unit | BlueLine Rate | Standard Rate | Anticipated CAT Rate |
|-----------------------------------|--------|---------------|---------------|----------------------|
| PPE Package | Each | \$35.00 | \$37.45 | \$39.90 |
| Protective Suits (Tyvek) | Each | \$19.25 | \$20.60 | \$21.95 |
| Protective Suits Chemical (Tyyek) | Each | \$25.00 | \$26.75 | \$28.50 |
| Rain Gear | Each | \$38.95 | \$41.68 | \$44.40 |
| Ram Board | Each | \$126.50 | \$135.36 | \$144.21 |
| Red Resin Paper (200 Ft. Roll) | Roll | \$35.00 | \$37.45 | \$39.90 |
| Respirator - N-95 | Each | \$7.95 | \$8.51 | \$9.06 |
| Rug & Upholstery Shampoo | Gallon | \$59.00 | \$63.13 | \$67.26 |
| Safety Board | Each | \$25.00 | \$26.75 | \$28.50 |
| Safety Glasses | Each | \$4.50 | \$4.82 | \$5.13 |
| Safety Goggles | Each | \$18.90 | \$20.22 | \$21.55 |
| Shoe Covers | Box | \$97.00 | \$103.79 | \$110.58 |
| Shrink Wrap | Roll | \$40.00 | \$42.80 | \$45.60 |
| Soot Encapsulant | Gallon | \$101.00 | \$108.07 | \$115.14 |
| Spray Adhesive | Each | \$24.00 | \$25.68 | \$27.36 |
| Stainless Steel Cleaner | Can | \$14.00 | \$14.98 | \$15.96 |
| Staples (1000) | Box | \$17.00 | \$18.19 | \$19.38 |
| Sweeping Compound | Lb. | \$0.75 | \$0.80 | \$0.86 |
| Tacky Mats | 4 pack | \$179.00 | \$191.53 | \$204.06 |
| Tape - Duct | Roll | \$9.75 | \$10.43 | \$11.12 |
| Tape HVAC (Aluminum) | Roll | \$23.50 | \$25.15 | \$26.79 |
| Tape - Painters (Blue) | Roll | \$14.25 | \$15.25 | \$16.25 |
| Tape - Restoration Tape | Roll | \$14.95 | \$16.00 | \$17.04 |
| Tape -Teal | Roll | \$14.50 | \$15.52 | \$16.53 |
| Technology Fee (1%) | Each | \$0.00 | \$0.00 | \$0.00 |
| Thermo Fog Deodorizer | Gallon | \$89.00 | \$95.23 | \$101.46 |
| Thinner, Paint, Mineral Spirits | Gallon | \$38.00 | \$40.66 | \$43.32 |
| Wipes - Hand Cleaning | Tub | \$63.00 | \$67.41 | \$71.82 |
| Wipes - Terry Towel | Lbs. | \$5.50 | \$5.89 | \$6.27 |
| Wipes - Towels (Cotton Cloth) | Lbs. | \$6.25 | \$6.69 | \$7.13 |
| Wrap - Bubble/Anti-Static | Roll | \$64.25 | \$68.75 | \$73.25 |
| Zipper Doors | Each | \$22.50 | \$24.08 | \$25.65 |
| Zip Ties 14" Industrial | Pak/20 | \$21.55 | \$23.06 | \$24.57 |
| Zip Ties 36" Industrial | Pak/10 | \$34.40 | \$36.81 | \$39.22 |
| Zip Ties 48" Industrial | Pak/10 | \$46.25 | \$49.49 | \$52.73 |



NO CHARGE ITEMS:

| Description | Market Rate |
|--|-------------|
| Emergency Response | \$250,00 |
| Estimate | \$195.00 |
| Mobilization Flat Fee | \$500.00 |
| Brooms | \$15.07 |
| Brushes- Dispersion Large | \$12.71 |
| Brushes- Long Handle/Scrub | \$17.89 |
| Brushes- Non Conduct | \$10.88 |
| Brushes – Wire, Large | \$5.97 |
| Brushes – Wire, Small | \$3.97 |
| Camera – IR | \$699.00 |
| Cart – Tilt Demo | \$899.42 |
| Documentation Kit (Digital photo, printer) | \$59.99 |
| Dust Pans | \$4.71 |
| Dollies – Hard Cart | \$387.60 |
| Extension Cords | \$71.31 |
| Foam Blocks | \$59.19 |
| Foil Pads | \$8.79 |
| Garbage Bin/Catch Cans | \$32.54 |
| Hard Hats | \$8.14 |
| Ladder – 4', 6', 8', 10' & 12' | \$408.37 |
| Ladder – 24' , 34' & Extension | \$335.03 |
| Lights – (Temporary/Demo/stand/string/flood) | \$73.70 |
| Meter – Penetrating/Non-penetrating | \$630.00 |
| Meter – Hygrometer | \$346.87 |
| Mileage Expense | \$0.36 |
| Measuring Wheel/Tape | \$24.97 |
| Mop Bucket with Ringer | \$107.73 |
| Mop Heads-Cotton | \$6.01 |
| Mop Heads Rayon | \$8.05 |
| Project Phone (Cellular) | \$75.00 |
| Photo Documentation/Reporting | \$450.00 |
| Spray Bottle with Trigger | \$6.96 |
| Steel Wool | \$4.27 |
| Tool Box (portable) | \$279.00 |
| Zip Wall Poles | \$132.00 |



Other terms and conditions hereby included in the rate sheets are detailed below:

Service Line Labor Rates Considerations

I. Labor Calculation Policy

- a. <u>Standard Rates</u> The rates above are standard rates and apply during a standard 8-hour workday, Monday through Friday. Donning and doffing PPE and any necessary personnel decontamination will be charged actual time.
- b. Premium/Overtime Rates will be billed for all labor classifications at the rate of 1.5 times the standard rate per hour for work performed in excess of 40 hours per week or 8 hours per day (as required by applicable law) and on weekends. Sundays shall be invoiced at two times (2X) the standard rate as well as hours worked by personnel on the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. If a state or local authority imposes more stringent overtime requirements, including holidays, those will apply.

II. Labor Considerations

- a. Consideration will be given to applicable federal, state, and local law, labor regulations, or existing contractual obligations, including but not limited to; prevailing wage provisions and/or collective bargaining agreements which may require modifications to the stated rates to ensure statutory, regulatory, or contractual compliance. In such event, adjustments will be made to the hourly billing rates and/or other labor provisions to comply with applicable legal and contractual requirements and will be invoiced at the adjusted rates plus a markup of thirty percent (30%) as necessary.
- **b.** When circumstances beyond our control require BLUETEAM personnel to standby at the job site, a minimum standby charge of six (6) hours will be billed at the standard hourly rate.
- **c.** Under certain market conditions, there may be a need to modify certain rates in order to perform the required scope of work.
- **d.** Any labor category not listed in an MSA, will defer to current BLUETEAM Rate Sheet at the time project is commenced.
- e. Mobilization/Travel time for all personnel including, without limitation, managers, crew, labor subcontractors and other subcontractors will be billed portal to portal (office/warehouse to job site and return) at the rates set forth above. With a strong nationwide network, we will attempt to mobilize qualified personnel and equipment as near to the loss site as we can. Client is also responsible for the mobilization and return costs of vehicles, equipment, and trailers over 75 miles one way.
- f. Regional Modifier A labor modifier will be applied to projects within 75 miles of major metropolitan areas such as Chicago, New York City, Washington, D.C. and within the States of Alaska, Hawaii, Washington, Colorado, Oregon, California, and U.S. Territories. It is expressly understood that BLUETEAM project Regional Rate shall be applied and or



amended to meet market conditions at the time of an event. The anticipated modifier to be applied shall strictly impact labor billing on projects in the above locations, the base rates X 1.25 shall be the anticipated billable rate. Should BLUETEAM require to increase beyond 25% said increases must be agreed in writing within 10 days of commencement of the project.

III. Equipment Rental

- **a.** Equipment Rates -- (These rates apply to equipment that is utilized in the performance of our work.)
 - i. The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is utilized, regardless of the number of shifts on which the equipment is used during the day.
 - ii. In the event any item of equipment is damaged beyond reasonable repair by conditions at the work site, Customer shall be charged the replacement cost for the equipment, plus a ten percent (10%) charge.
 - iii. Equipment rental rates shall be discounted after the seventh (7th) contiguous billable day. Starting on the second week (day 8), weekly rates shall apply. The weekly rate is equal to five billable days per the rate schedule. Monthly rates shall apply after the third billable week (day 22). The monthly billable rate is equal to four billable days per week. These discounts shall not apply in catastrophic events as demand is impacted and transportation costs escalated. All discounts on equipment shall be predicated on payment receipt within the terms identified in the contract. Failure to make timely payment waives customers rights to the above discounts.

b. Equipment Rental by BLUETEAM

i. Any additional equipment not listed within this schedule and rented from third parties will be charged at invoice cost plus 10% overhead and 10% profit, with minimum of 3-day rental, plus any related charges including, without limitation, transportation and fuel as set forth herein regardless of any early pay or other discounts.

c. Scheduled Consumables

- **i.** BLUETEAM reserves the right to change the price of consumables as affected by market conditions.
- ii. During the course of performance of the work, BLUETEAM may add additional consumables to the schedule as necessary to complete the proposed scope of work.



d. Vendors/Subcontractors - Unscheduled Equipment and Unscheduled Materials

- i. Contractors 10% overhead and 10% profit (20%) will be added to the total of all vendors' unscheduled equipment, labor and material costs.
- **ii.** Subcontractor is defined as any entity specializing in a specific trade or service related to the performance of a project.
- **iii.** Vendor is defined as any entity providing general goods or services related to the performance of a project (i.e., materials, fuel, supplies, etc.).

e. Reimbursable

i. Contractors 10% overhead and 10% profit (20%) will be added to the total of all reimbursable expenses.

ii. Per Diem and Lodging/Travel

- 1. Per diem will be charged for each day a BLUETEAM employee is onsite and more than 75 miles from their home location, currently at a rate of \$60 per day. Non-BLUETEAM employees will be charged per diem at the cost incurred, marked up 10% overhead and 10% profit.
- 2. Lodging and travel expenses for BLUETEAM and non-BLUETEAM employees will be charged at actual costs, marked up 10% overhead and 10% profit.
- 3. BLUETEAM shall use best efforts to utilize local staff and labor to avoid these fees however, BLUETEAM is a national provider and event locations are not predictable by nature thus response requires travel as necessary to staff projects.

f. Freight and Transportation Charges

i.BLUETEAM will charge for the cost incurred for the transportation of equipment and materials to and from the work site. This will include the cost of transportation for removing the equipment and remaining supplies and materials upon completion of the work. All common carrier freight charges will be invoiced at BLUETEAM'S cost plus 10% overhead and 10% profit (20%).

g. Taxes and Permits

i. BLUETEAM will charge for the cost incurred for any required permits, sales tax, use tax, receipts tax or any other federal, state, local municipal driven costs required for the restoration or construction of the property. These will be invoiced at BLUETEAM's cost.

h. Fuel Delivery

i. BLUETEAM shall bill fuel and fuel delivery, and storage tanks supplied and/or delivered by third parties at cost plus 10% overhead and 10% profit (20%).



i. Catastrophic Event

- i. Catastrophic Modifier The modifier will apply during large National and Region-Wide Epidemics, Pandemics, Storms, Catastrophes, Hurricanes, Floods, Wildfires where labor, equipment and consumable availability is compromised and/or due to market conditions beyond BLUETEAM's control. BLUETEAM at its sole discretion shall determine and declare those projects that shall be considered a catastrophic event.
- ii. Catastrophic Modifier Labor, Equipment and Consumable modifier shall be applied in a regional or national CAT events. As supply becomes limited and material costs and fuel surcharge/deliveries escalate, BLUETEAM anticipates these escalations not to exceed roughly 25% during CAT events. It is expressly understood that BLUETEAM project CAT rates shall be applied and or amended to meet market conditions at the time of an event. Client permits rate increases without notice up to 25%. In the event rates should increase beyond the 25% threshold said increases must be agreed to in writing within 10 days of project commencement.
- iii. CAT Rate BLUETEAM will produce a formal CAT Rate post the event accounting for actual costs and escalation pricing, this shall be shared in a mass email to address all clients and parties of interest. Should client object to any pricing/rate, they must do so within 10 days of the publication of these rates, otherwise the rates shall be permitted without prejudice.
- iv. BLUETEAM shall charge all lodging and per diem during an area wide catastrophic event, labor and management may require lodging as typical local trades are impacted by the area wide disaster. As such BLUETEAM will require hotel folios and cost receipts to submit to client for reimbursement as a component of the billing. In the case where standard folio receipts are not feasible, BLUETEAM shall charge GSA published rates for both lodging and per diem. (BLUETEAM standard requires field labor ratios of 2 persons to 1 room; thus 50% of GSA lodging rate shall be applied for field labor lodging reimbursement.
- v. BLUETEAM reserves the right to pass all indirect costs associated with mobilization and management recovery services during an area wide catastrophe to customers (CAT Fee). Area wide catastrophes may include but are not limited to hurricanes, tornadoes, floods, pandemics, and earthquakes. This cost will not exceed five percent (5%) of the total of all labor, equipment, and consumables on each project managed by BLUETEAM.



IV. General Notes

- i. <u>Generators:</u> There will be a minimum charge of Seven (7) day's daily rate plus ALL costs incurred in the transportation and connection of the generator, regardless if power is restored prior to the conclusion of the minimum rental period, or the Customer cancels the generator order at any time subsequent to order confirmation.
- ii. <u>Insurance Premiums, Taxes, Permits, and Fees:</u> The rates contained in this schedule are exclusive of all insurance premiums, federal, state, and local taxes, and associated permits or fees. Those insurance premiums permit costs and fees shall be billed to the Customer plus 10% overhead and 10% profit (20%).
- iii. <u>Technology Fee:</u> BLUETEAM shall charge a technology fee of 1% of the total cost of the Project to cover subscription dues and administrative costs associated with the software platform utilized.
- iv. <u>CAT Allocation Expense:</u> The CAT Fee covers the following: staging of assets prior to impact, labor allocation(s), pre-storm commitments including power, MEP Contractors, labor providers, lay-down yards which require fencing, security, ice/water, nourishment, and lodging prior to dates of impact, transfer costs of equipment to regional area, satellite phones, other communication tools necessary, and the transportation of all assets back from these events.
- v. <u>Small Tools Charge:</u> A Small Tools Charge calculated at 3% of the billable supervisor and field labor invoiced amount on the project. The following is a listing of small tools covered by the Small Tools Charge.



The following "small tools" includes but is not limited items listed below. A "Small Tools" charge of 3% is calculated based upon the billable supervisor and general labor rate.

| Small Tools List | | |
|------------------------------|--------------------------------------|--|
| Adj. Wrench, 8", 10", 12" | Hard Hats | |
| Barrel Pumps | Ice Chest | |
| Bars, Flat Pry | Lock Box | |
| Blocks, Styrofoam / Wood | Lock, Master, #1, #5 | |
| Bolt Cutters | Lock-Out, Tag-Out Kit | |
| Brooms | Measuring Wheel | |
| Brush, Scrub, s/ 4" Handle | Mop Handles | |
| Brush, Scrub, w/ 20" Handle | MSDS | |
| Brush, Wire | O2 Meter | |
| Bucket | Pallets jacks | |
| Bulb, 100W | Pan, Dust | |
| Bulb, Demo Light | Pump Sprayers | |
| Catch Bin | Putty Knife < 2" | |
| Chain, 25' Lengths | Repair Kit – Hose, Airless, Electri. | |
| Chairs - folding | Rope | |
| Chalk and Chalk Line | Saw, Hack | |
| Decontaminated Tags | Scissors | |
| Drill Bit Set | Shears, Sheet Metal, (Electric) | |
| Drinking Cups | Shears, Sheet Metal, Hand | |
| Dust Pans | Shirts / Vests | |
| Engine Sprayer | Shovel, Spade | |
| Face Shield, Disposable | Siphon Pump | |
| Fire Extinguisher | Socket Set, 3/8" | |
| Fire Extinguisher | Squeegee, Window | |
| First Aid Kit | Staple Gun | |
| Flashlight, w/o Batteries | Table | |
| Foam Blocks | Tape Gun | |
| Fuel Can, Diesel | Tool Kit (mechanical) | |
| Fuel Can, Gas | Tool Box (portable) | |
| Funnel, Generator | Utility Knife | |
| Funnel, Small | Washtub, Rectangular | |
| Furniture Blankets | Washtub, Round | |
| Gang Boxes | Water Cooler | |
| Generator Aux. Adapter, 220V | Water Hose | |
| GFI | Water Hose Spray Nozzle | |
| Hammers | Water Hose Y Connector | |
| Hand Truck | Wheel Barrow | |