

MASTER SERVICE AGREEMENT
For Disaster Recovery Services

This Master Services Agreement (“Agreement”) is made and entered into as of the FIFTEENTH (15th) day of MAY, 2026 (“Effective Date”), by and between Calallen Independent School District, a Texas independent school district and political subdivision of the State of Texas with administrative offices located at 4205 Wildcat Drive, Corpus Christi, TX 78410 (“District”), and BELFOR USA Group, Inc., a Colorado corporation authorized to do business in Texas (Texas Taxpayer ISD # 18413091713) with administrative office located at 185 Oakland Avenue, Ste. 150, Birmingham, MI 48009 – 3430 (“Contractor”).

1. PURPOSE AND STRUCTURE OF AGREEMENT

This Agreement establishes the general terms and conditions under which Contractor may provide emergency response, disaster recovery, remediation, mitigation, and reconstruction services to District from time to time. The Parties expressly agree that no work shall be performed unless authorized pursuant to a written Service Order executed by District. Each Service Order shall incorporate the terms of this Agreement and shall define the specific scope, pricing, schedule, and applicable project requirements.

In the event of a conflict between this Agreement and any Service Order, the Service Order shall control solely with respect to the specific project to which it applies, and this Agreement shall otherwise govern all remaining terms.

2. SCOPE OF SERVICES

Contractor shall furnish all labor, supervision, materials, equipment, tools, and incidentals necessary to perform the services described in each Service Order (also referred to herein as the “Work”) in a good and workmanlike manner consistent with the highest standards of the disaster recovery and construction industry. All services shall be performed in compliance with applicable federal, state, and local laws, regulations, and ordinances, as well as District policies applicable to contractors performing work on school property, including requirements relating to safety, student protection, and operational continuity.

Contractor acknowledges that District operates active educational facilities and agrees that all services shall be planned and executed so as to avoid disruption to instructional activities, except where emergency conditions reasonably require otherwise.

3. SERVICE ORDERS AND AUTHORIZATION

No services shall be performed unless authorized by a written Service Order issued by District. In emergency situations, District may provide verbal authorization to commence work; however, such authorization must be confirmed in writing within twenty-four (24) hours. Contractor proceeds at its own risk with respect to any work performed without proper authorization and shall not be entitled to compensation for such work.

Each Service Order shall include a not-to-exceed amount or clearly defined pricing methodology. Contractor shall not exceed such amount without prior written approval from District.

Each Service Order issued under this Agreement shall constitute a separate, binding authorization for specific work and shall be subject to all terms of this Agreement. Each Service Order must be in writing and in a form similar to the one attached as Exhibit A.

No Service Order shall be valid unless signed by an authorized representative of District.

4. TERM

The term of this Agreement shall commence on the Effective Date and shall continue for an initial period of three (3) years, unless earlier terminated as provided herein. District may renew this Agreement for additional three (3) one-year terms upon written notice. Nothing herein shall be construed as a guarantee of any minimum volume of work and the services provided by Contractor are non-exclusive.

5. COMPENSATION AND PAYMENT

District shall compensate Contractor only for services properly performed in strict accordance with an approved Service Order and in compliance with the rates set forth in **Exhibit B**. Any adjustment to such rates shall be subject to District's prior written approval and shall not occur more than once annually. In no event shall any rate increase exceed the percentage change in the Consumer Price Index (CPI) for All Urban Consumers (U.S. City Average), or such other index as may be mutually agreed in writing, and Contractor shall provide reasonable supporting documentation for any requested adjustment.

All invoices shall be submitted in a timely manner and in a detailed, itemized format acceptable to District, and shall be supported by documentation reasonably required for verification and audit purposes, including, without limitation, labor classifications, hours worked, rates applied, materials furnished, quantities, unit costs, subcontractor charges, and any other supporting records requested by District. District shall have the right to reject or withhold payment for any invoice that is incomplete, inaccurate, not properly documented, or not in compliance with the terms of this Agreement.

District shall pay undisputed amounts within forty-five (45) days after receipt of a proper invoice. District shall have the right to withhold payment for any disputed amounts, defective work, or failure of Contractor to comply with the terms of this Agreement.

For Service Orders involving construction or reconstruction, District shall retain five percent (5%) of each payment as retainage, which shall be released only upon final completion and acceptance of the work.

Notwithstanding any provision to the contrary, District's obligation to pay Contractor is conditioned upon Contractor's satisfactory performance of the work in accordance with this Agreement. Contractor shall not require assignment of insurance proceeds, and District shall have no obligation to pay amounts not covered by approved scope, whether or not reimbursed by insurance.

District is a political subdivision of the State of Texas and is exempt from the payment of state and local sales, use, and similar taxes pursuant to applicable law. Contractor agrees that the prices set forth in this Agreement and any Service Order shall not include any taxes from which District is exempt. Upon request, District shall provide Contractor with a valid tax exemption certificate or other documentation necessary to establish such exemption. To the extent Contractor or any subcontractor fails to properly apply District's tax-exempt status and any tax is assessed, imposed, or claimed against District as a result of such failure, Contractor shall defend, indemnify, and hold harmless District from and against any such taxes, including any related interest, penalties, or costs. Nothing herein shall relieve Contractor of its obligation to pay all taxes for which it is legally responsible, including but not limited to employment taxes, income taxes, and taxes on materials or services not eligible for exemption.

6. CHANGES IN WORK

No change in the scope, price, or schedule of any Service Order shall be valid unless authorized by a written Change Order executed by District. Contractor shall promptly notify District upon discovery of any

condition requiring a change in scope. Failure to obtain written approval shall constitute a waiver of any claim for additional compensation.

7. CONSTRUCTION SERVICES (WHEN APPLICABLE)

The provisions of **Exhibit D** shall apply only to Service Orders that include reconstruction, installation, or other construction-related work performed by Contractor directly or through subcontractors under Contractor's control.

8. PERSONNEL, SAFETY, AND SCHOOL REQUIREMENTS

The Contractor shall employ only orderly and competent workers, skilled in the performance of the services, which they will perform under the Contract. The Contractor, its employees, Subcontractor, and Subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, tobacco products, illegal drugs or controlled substances while on the job or on the District's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job. The following personnel standards shall apply to all Contractor's personnel assigned to District's property. Deviations from these standards require written consent of the District before Contractor's personnel are assigned to District's property.

Contractor shall be fully responsible for the acts and omissions of its agents, employees, and all subcontractors of any tier engaged in the performance of the Work. Contractor agrees that, when the Project Site is located on a public school campus, it shall strictly prohibit the possession or use of alcohol, illegal drugs, controlled substances, tobacco products, and any prohibited weapons on District property. Contractor shall ensure that all personnel maintain appropriate professional appearance and conduct consistent with the nature of the Work and the educational environment. Drug Testing shall be accomplished at clinically supervised independent collection sites, certified by the Substance Abuse and Mental Health Services Administration (formerly National Institute of Drug Abuse).

Contractor further agrees that sexual harassment or any inappropriate conduct toward District employees, students, or other individuals on District property is strictly prohibited. Contractor shall promptly investigate any such allegations and take appropriate disciplinary action, including immediate removal of the offending individual from the Project Site, as warranted. Contractor shall ensure that all personnel are informed of and comply with these requirements as a condition of assignment to the Work.

9. OPERATIONAL COORDINATION; PROTECTION OF DISTRICT ACTIVITIES

To the extent that the Work is performed at or in connection with a District facility that is occupied or in active use, Contractor acknowledges that it is essential that its operations and performance of the Work do not interfere with, interrupt, disturb, or disrupt the District's normal operations, instructional activities, or use of its facilities. Contractor shall comply with all applicable rules, regulations, policies, and requirements of the District and the specific school campus at which the Work is performed, and shall take all necessary precautions to ensure the safety and protection of District employees, students, and invitees.

Contractor shall exercise the highest degree of care, skill, and judgment in performing the Work, including any testing or related activities, to ensure that such activities do not interfere with the use, occupancy, or quiet enjoyment of District facilities. Contractor acknowledges that the Work will occur in proximity to ongoing District operations and agrees that it is solely responsible for coordinating its activities in a prompt and effective manner with District personnel and other parties utilizing the premises. Contractor shall be responsible for maintaining safe and adequate access to the Work site at all times.

Contractor further acknowledges and accepts the inherent challenges, constraints, and costs associated with performing work in an occupied and operational educational environment, including potential delays, limited access, and required coordination, and agrees that such conditions have been taken into account in the negotiation of this Agreement and shall not serve as a basis for additional compensation unless expressly provided otherwise in writing.

10. INSURANCE

The Contractor shall purchase and maintain such insurance as will protect Contractor and the District from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable in the amounts hereinafter set forth:

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	\$1,000,000.00
Commercial General Liability: Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
Personal & Advertising Injury	\$1,000,000.00 each person
Products and Completed Operations	\$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
Property Damage: Independent Contractors Contractual Liability	\$2,000,000.00 aggregate (Same limits as above) (Same limits as above)
Automobile Liability: Bodily Injury/Property Damage Property Damage	\$1,000,000.00 combined single limit \$1,000,000.00 each occurrence
Umbrella/Excess	\$1,000,000.00

The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be rated at least A-VIII by A.M. Best's Key Rating Guide. The District's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas. Contractor shall maintain all of the foregoing insurance coverage in force until Final Acceptance of the Work other than the Products and Completed Operations Coverage required above, which shall be maintained for three (3) years following Final Acceptance of the Work. If by the terms of this insurance any mandatory deductions are required, or if the Contractor should elect, with the concurrence of the District, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim. Losses are to be adjusted with the District. A copy of the certificate of insurance shall be provided to the District for review upon request. . The Contractor further certifies that the Contractor provides workers' compensation insurance coverage for

all of its employees who will be employed for any of the Work described herein. The Contractor agrees to require each of its subcontractors to provide a certificate to the Contractor certifying that all of the subcontractor's employees are covered by workers' compensation insurance, and the Contractor shall deliver such certificate(s) to the District prior to commencement of the Work.

11. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, its trustees, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of the work, provided that such claim is caused in whole or in part by any negligent act or omission of Contractor, its employees, agents, or subcontractors.

This obligation shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers' compensation acts or other employee benefit laws.

12. WARRANTY

Contractor warrants that all work shall be performed in a good and workmanlike manner and shall be free from defects in workmanship and materials. For construction-related work, such warranty shall extend for a period of one (1) year from final completion, or longer if required by applicable law or manufacturer warranties.

Contractor shall assign to District all manufacturer warranties and shall promptly correct any defective work at its own expense.

13. TERMINATION

13.1 Termination for Convenience. District may terminate this Agreement or any Service Order, in whole or in part, for convenience and without cause, upon seven (7) days' prior written notice to Contractor. Upon receipt of such notice, Contractor shall immediately cease all Work except as otherwise directed by District and shall take all reasonable steps to minimize costs. In the event of termination for convenience, Contractor shall be entitled to payment only for Work properly performed and accepted by District prior to the effective date of termination, together with reasonable, properly documented demobilization costs approved by District. Contractor shall not be entitled to anticipated profits, unperformed work, or consequential damages.

13.2 Termination for Cause. District may terminate this Agreement or any Service Order, in whole or in part, immediately upon written notice if Contractor:

- (a) fails to perform the Work in accordance with the requirements of this Agreement or an applicable Service Order;
- (b) fails to supply sufficient skilled labor, supervision, or materials, or otherwise fails to prosecute the Work diligently;
- (c) violates any applicable law, regulation, or District policy, including safety or school site requirements;
- (d) materially breaches any term or condition of this Agreement;
- (e) fails to make timely payment to subcontractors or suppliers;
- (f) becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors; or
- (g) engages in misconduct, negligence, or any act that threatens the safety of persons or property

If the District determines that such default is curable, District may, but is not obligated to, provide Contractor with written notice of the default and a reasonable opportunity to cure. If Contractor fails to cure within the time specified by District, termination for cause may be effected without further notice.

13.3 District Remedies Upon Termination for Cause.

In the event of termination for cause, District may, without prejudice to any other rights or remedies:

- (a) take possession of the Project site and all materials, equipment, tools, and supplies paid for by District;
- (b) complete the Work by any method it deems expedient, including through third parties; and
- (c) recover from Contractor all costs and damages incurred by District as a result of Contractor's default, including the cost to complete or correct the Work, less any unpaid balance otherwise due to Contractor.

Contractor shall not be entitled to further payment until the Work is completed, and then only to the extent that the unpaid balance of the Contract Sum exceeds the District's costs of completion and damages. If such costs and damages exceed the unpaid balance, Contractor shall be liable to District for the difference.

13.4 Payment Upon Termination. Upon any termination, Contractor shall be entitled only to payment for Work properly performed and accepted by District prior to the effective date of termination, subject to any offsets, backcharges, or damages incurred by District. District shall have the right to withhold amounts necessary to protect against loss or to cover the cost of completing or correcting the Work.

13.5 Survival. All provisions relating to indemnification, warranty, audit, record retention, and any other provisions which by their nature should survive termination shall survive the termination of this Agreement.

14. RECORDS AND AUDIT

Contractor shall maintain complete and accurate records relating to the work for a period of not less than seven (7) years and shall make such records available to District upon request. Contractor acknowledges that records may be subject to disclosure under applicable public information laws and agrees to comply accordingly.

15. COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, including but not limited to labor laws, safety regulations, environmental requirements, and Texas statutory requirements applicable to public contracts. Contractor shall be solely responsible for compliance with prevailing wage laws, if applicable (see **Exhibit B** for details).

16. HAZARDOUS CONDITIONS

If Contractor encounters hazardous materials or unsafe conditions, Contractor shall immediately cease work in the affected area and notify District. Work shall not resume until District provides direction. Contractor shall not proceed with remediation of hazardous materials without explicit authorization.

17. LIMITATION OF LIABILITY

Any provision in Contractor's standard terms that purports to limit Contractor's liability, waive consequential damages, or shift risk to District is expressly rejected unless specifically agreed to in writing by District. Contractor shall remain fully responsible for damages caused by its negligence or willful misconduct.

18. FEDERAL FUNDING AND EDGAR COMPLIANCE

To the extent that any Service Order issued under this Agreement is funded in whole or in part with federal funds, including but not limited to funds subject to 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) (“Uniform Guidance”), Contractor agrees to comply with all applicable federal requirements, including those set forth in the Uniform Guidance and all related statutes, regulations, and executive orders (collectively, “EDGAR Requirements”).

Contractor acknowledges that District, as a recipient of federal funds, is required to impose certain contract provisions on contractors and subcontractors. Contractor therefore agrees that, for any federally funded Service Order, the provisions set forth in **Exhibit C** (EDGAR Compliance Requirements) are incorporated by reference and made a part of this Agreement as if fully set forth herein.

Contractor further agrees that compliance with EDGAR Requirements is a material condition of this Agreement. Any failure by Contractor to comply with such requirements shall constitute a material breach and may result in termination, withholding of payment, disallowance of costs, or other remedies required by law.

Contractor shall ensure that all subcontractors of any tier performing work under a federally funded Service Order agree in writing to comply with all applicable EDGAR Requirements.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue shall lie exclusively in the county in which District’s administrative offices are located. Nothing herein shall be construed as a waiver of District’s governmental immunity.

20. NOTICES

Any notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the “Mailbox Rule”), or when sent by a national commercial courier service such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

If intended for District, to:

Calallen Independent School District
Attn: Superintendent
4205 Wildcat Drive
Corpus ChristiTX78410

If intended for Consultant, to:

BELFOR USA Group, Inc.
Attn: Rachel Manos, General Counsel
185 Oakland Avenue, Ste. 150
Birmingham, MI 48009 – 3430

21. STATUTORY REQUIRED PROVISIONS

- a. Child Support: Pursuant to Texas Family Code, Section 231.006, Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate.

- b. Felony Conviction: Pursuant to Texas Education Code Section 44.034, Contractor must give advance written notice if an District or operator of the Contractor has been convicted of a felony. This paragraph requiring advance notice does not apply to a publicly-held corporation.
- c. Compliance with Texas Government Code Chapters 2271, 2273, 2274, and 2276: Pursuant to Texas Government Code Chapter 2271, 2273, 2274, and 2276 Contractor represents and warrants that it does not boycott Israel, and will not boycott Israel during the term of the Contract, is not an abortion provider, does not boycott energy companies, and will not boycott energy companies during the term of the Contract and does not discriminate against firearm entities or firearm trade associations.
- d. Anti-Terrorism: As required by Section 2252.152 of the Texas Government Code, Contractor represents and warrants that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts and that it has not engaged in scrutinized business operation with Sudan or Iran.
- e. Immunity: Nothing in this Contract will be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties, nor to create any legal rights or claim on behalf of any third party. Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the United States of America and/or the State of Texas.
- f. Suspension or Disbarment: Contractor certifies represents and warrants that it along with its Districts, officers, or employees have not been suspended or disbarred from doing business with a state of federal government and are not listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts or the System for Award Management maintained by the General Services Administration. Contractor specifically certifies that it is not identified on a list prepared and maintained under Tex. Govt. Code §§ 806.051, 807.051 or 2252.153.
- g. Conflict Of Interest: If applicable, CIQ Form as required by Board policy and law and found at <http://www.ethics.state.tx.us/forms/CIQ.pdf> will be executed and delivered to School District prior to the delivery of services.
- h. Criminal History Records Checks.
 - 1. For purposes of this Contract, the following definitions shall be applicable:
 - a. "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.
 - b. "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the "Statute"), the Contractor agrees, that prior to commencement of work under the Contract, using the form promulgated by the District or such other form approved by the District, Contractor will arrange with the District to obtain any national criminal history record information ("CHRI") required pursuant to the Statute on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined in this section and shall reimburse the District for the costs and expenses associated with obtaining the required CHRI.
 - 2. For purposes of this this section, a person does not have the opportunity for direct contact with students if:
 - a. the public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code ("Instructional Facility);
 - b. for a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or

- c. for a public work that involves an existing Instructional Facility:
 - i. the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
 - ii. the Contractor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.
- 3. Any Covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state (“Disqualifying Criminal History Offense”) shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the District’s review of the CHRI to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. Contractor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the District, and agrees to rely solely on the judgment of the District as to whether the Covered Employee must be excluded from the Project.
- 4. Prior to commencement of its work on the Project the Contractor will provide written certification to the District that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in this section (including all subparts), as of that date, and that it:
 - a. has requested a Criminal History Records Check through the District on all Covered Employees, if any, of every tier, has provided the required information to the District to do so and reimbursed the District for same;
 - b. has obtained written certification from its independent contractors, and Subconsultants (of any tier) that they have provided the required information to the Contractor, necessary to secure the information from the District and reimbursed the Contractor for same; and,
 - c. have excluded any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Contractor will immediately remove the Covered Employee from District’s property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be immediate grounds for termination of this Contract.

18. MISCELLANEOUS

- a) *Delays.* The District may delay scheduled delivery or other due dates by written notice to the Contractor if the District deems it is in its best interest without additional cost.
- b) *Gratuities.* The District may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the District that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

- c) *Assignment.* The Contract shall be binding upon and inure to the benefit of the District and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned by the Contractor without the prior written consent of the District. Any attempted assignment by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.
- d) *Waiver.* No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the District of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- e) *Modifications.* The Contract can be modified or amended only by a writing signed by both parties. No pre printed or similar terms on any of the Contractor's invoices, orders or other documents shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- f) *Interpretation.* The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined.
- g) *Force Majeure.* In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by a Force Majeure Event, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence. For purposes of this agreement, a Force Majeure event is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent; provided that such event or circumstance is limited to the following: (a) complete inaccessibility to the location at which services were to be performed; (b) governmental act (including but not limited to state, federal, and /or local authority related to the COVID-19 pandemic or other pandemic or epidemic); (c) earthquakes, flood, fire, tornado, fire or other physical natural disaster; (d) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works or requisition; (e) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; (f) the event is made impracticable if act(s)/circumstance(s) cause performance to become substantially more difficult, complex or challenging, such as an excessive or unreasonable increase in performance costs or if increased costs make performance commercially senseless. ("Force Majeure Event"). The party effected by the Force Majeure Event shall provide notice of such party's failure or delay in performance due to a Force Majeure Event to the unaffected party promptly, but no later than five (5) business days after the occurrence of a Force Majeure Event. Such notice shall describe the Force Majeure Event and the actions taken to minimize the impact thereof.
- h) *Electronic Signatures for Agreement.* The Parties agree that this Agreement and any Service Orders hereunder may be executed by electronic means, including electronic signature, and that such execution shall have the same force and effect as a handwritten signature for all purposes under Texas law. Pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code §

322.001 *et seq.*), each Party consents to the use of electronic records and signatures in connection with this transaction. Delivery of a signed counterpart of this Agreement by email in PDF format or by use of an electronic signature platform (e.g., DocuSign, Adobe Sign, Nitro) shall be effective as delivery of a manually executed counterpart and shall have the same legal effect as original signatures.

DISTRICT: Calallen Independent School District

CONTRACTOR: BELFOR USA Group, Inc.

Emily Lorenz

Rachel Manos

By: _____

By: _____

Ms. Emily Lorenz, Superintendent
2026-May-18-08:30
Email: elorenz@calallen.org

Rachel Manos, General Counsel
2026-May-19-17:08
Email: rachel.manos@us.belfor.com

Date: 05/18/2026

Date: 05/19/2026

EXHIBIT A – SERVICE ORDER TEMPLATE

SERVICE ORDER NO.: _____
UNDER MASTER SERVICES AGREEMENT DATED: _____

This Service Order (“Service Order” or “SO”) is issued on this ___ day of _____, 20, by and between Calallen Independent School District (“District”) and BELFOR USA Group, Inc., (“Contractor”), pursuant to that certain Master Services Agreement for Disaster Recovery Services (the “Master Services Agreement”). This Service Order is subject to and incorporates all terms and conditions of the Agreement.

1. PROJECT INFORMATION AND PURPOSE

This Service Order authorizes Contractor to perform disaster recovery, emergency response, remediation, restoration, and/or related services for the following project (the “Project”): _____
_____ (include name of facility, address, etc.). The purpose of this Service Order is to define the Project-specific scope of Work, establish compensation parameters, and authorize Contractor to proceed with the Work in accordance with the Agreement. Contractor acknowledges that the Work may involve emergency conditions and/or time-sensitive restoration efforts and agrees to coordinate its services accordingly.

2. SCOPE OF WORK

Contractor shall furnish all labor, supervision, materials, equipment, tools, and incidentals necessary to perform the Work described in **Attachment 1** (Scope of Work/Proposal), which is attached hereto and incorporated by reference. The Scope of Work may include, as applicable, emergency mitigation, water extraction, drying, demolition, debris removal, environmental remediation, temporary stabilization, and/or reconstruction services. Contractor shall perform the Work in accordance with the Master Services Agreement; this Service Order; applicable laws, codes, and regulations; and District operational and safety requirements.

3. COMPENSATION AND NOT-TO-EXCEED AMOUNT

District shall compensate Contractor only for Work properly performed in accordance with this Service Order and the Agreement, based on one of the following (as selected):

- Not-to-Exceed Amount of _____ DOLLARS AND ___/100 CENTS (\$_____) for such basic services. Billing shall be based upon the Hourly Fees and Unit Prices contained in the Exhibit B to the Master Service Agreement.
- a fixed fee of _____ DOLLARS AND ___/100 CENTS (\$_____) payable upon completion of the Scope of Services to the District’s satisfaction.
- Other (describe): _____

Under no circumstances shall Contractor exceed the authorized amount without a written Change Order executed by the District. No payment shall be made for Work that is outside the approved Scope of Work; not properly documented; or not performed in accordance with the Master Service Agreement.

4. ADDITIONAL SERVICES AND CHANGE ORDERS

Any services not expressly included in the Scope of Work but related to the Project (“Additional Services”) must be authorized in advance by a written Change Order executed by the District. Contractor shall submit a written proposal describing the Additional Services, associated costs, and schedule impacts. No Additional

Services shall be performed, and no compensation shall be due, unless and until such Change Order is approved in writing by the District.

5. NOTICE TO PROCEED

Upon full execution of this Service Order, Contractor is authorized to proceed with the Work in accordance with the Agreement. In emergency situations, Contractor may have been directed to begin limited Work prior to execution of this Service Order. In such case, this Service Order ratifies only those services expressly described herein and does not authorize any additional Work beyond the approved Scope.

6. CONSTRUCTION SERVICES (IF APPLICABLE)

- This Service Order does not include construction services
- This Service Order does include construction services

If construction services are included, the terms and conditions in Exhibit D to the Master Service Agreement shall apply.

7. INSURANCE AND BONDS

Contractor shall maintain insurance in accordance with the Agreement.

- Standard MSA insurance requirements apply
- Additional project-specific insurance requirements: _____

Contractor shall:

- IS NOT*** be required to obtain Payment & Performance Bonds as set out in Exhibit D to the Master Service Agreement shall apply.
- IS*** required to obtain Payment & Performance Bonds as set out in Exhibit D to the Master Service Agreement shall apply.

If required, bonds must be provided and approved prior to commencement of applicable Work.

8. INCORPORATION OF MASTER SERVICES AGREEMENT

This Service Order is subject to all terms and conditions of the Agreement including but not limited to the federal terms and Conditions in **Exhibit C** to the Master Service Agreement. In the event of a conflict between this Service Order and the Agreement, the terms of this Service Order shall control only with respect to the Project-specific scope, pricing, and schedule, and the Agreement shall control in all other respects.

DISTRICT: Calallen Independent School District
EXHIBIT TO MSA ONLY – DO NOT SIGN

CONTRACTOR: BELFOR USA Group, Inc.
EXHIBIT TO MSA ONLY – DO NOT SIGN

By: _____
Ms. Emily Lorenz, Superintendent

By: _____
Name/Title: _____

Date: _____

Date: _____

[REMINDER – Include Attachment 1: Proposal/Scope of Services]

EXHIBIT B – UNIT RATES

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B) Effective Date: January 2026



§ 1.	RATES AND INVOICE CONDITIONS		REGULAR RATE / HR
CODE	ITEMIZED SCHEDULED LABOR CLASSIFICATIONS		
PROJECT MANAGEMENT:^{1,2}			
APM	Assistant Project Manager	\$	86.00
PM	Project Manager	\$	128.00
PE	Project Estimator	\$	138.50
SPM	Senior Project Manager	\$	157.00
PC	Project Coordinator	\$	191.50
GENERAL CLASSIFICATIONS:^{1,2,3}			
GL	General Labor	\$	50.50
AA	Administrative Assistant	\$	53.00
LF	Labor Foreman	\$	61.00
MS	Mobilization Support	\$	53.00
TD	Truck Driver	\$	61.50
DMT	Demolition Technician	\$	61.50
RCO	Resource Coordinator (Supply Technician)	\$	63.50
PA	Project Auditor (Documentation Clerk)	\$	70.00
EO	Equipment Operator	\$	73.00
HSO	Health & Safety Officer	\$	108.50
RESTORATION SERVICES (General):^{1,4,5}			
RT	Restoration Technician	\$	68.50
RS	Restoration Supervisor	\$	75.50
DT	Dehumidification Technician	\$	83.00
MT	Mold Technician (Remediation Technician or Supervisor)	\$	83.00
RECONSTRUCTION SERVICES:^{1,2,3}			
PT	Painter	\$	85.50
DP	Drywall Installer/Finisher	\$	92.50
CR	Carpenter (Framer/Finish)	\$	98.50
TF	Trade Foreman (Commercial Supervisor)	\$	103.25
TECHNICAL SERVICES:^{1,2,3} (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold)			
TN	Technician	\$	89.00
TS	Technical Specialist	\$	98.00
TL	Team Leader	\$	113.00
TMR	Technician, Machinery Rebuild	\$	120.50
SEMICONDUCTOR SERVICES:^{1,2,3}			
DTA	Decon Technician Assistant	\$	83.00
DC	Decon Technician	\$	98.00
DTL	Decon Team Leader	\$	113.00
DE	Decon Engineer	\$	194.50
ENVIRONMENTAL SERVICES:^{1,2,3}			
HT	Hazmat/Asbestos Technician	\$	89.00
HLT	Hazmat/Asbestos Lead Technician	\$	98.00
HEO	Hazmat/Asbestos Equipment Operator	\$	110.00
HS	Hazmat/Asbestos Supervisor	\$	119.00
HPM	Hazmat/Asbestos Project Manager	\$	140.00
CONSULTING SERVICES:			
CVP	President & Vice President	\$	325.00
CSC	Senior Consultant	\$	250.00
CPC	Consultant	\$	215.00
CCE	Consulting Estimator	\$	175.00
CWP	Clerk of the Works-Production Person	\$	120.00
CAD	Administrative	\$	95.00
CDC	Outside Consultants	\$	Actual Billing + 10%
CLG	Deposition, Legal Work, & Court Testimony	\$	450.00
CFE	Appraisal & Umpire fees	\$	400.00

¹ In New York City, Cape Cod, Martha's Vineyard, Nantucket, WA, AK, HI, Latin America, and the Caribbean, a multiplier of 1.35 will be applied to the regular hourly rate. Note: The NYC rate applies to a seventy five mile radius from the borough of Manhattan and all of Long Island.

² In the states of CA and OR, a multiplier of 1.25 will be applied to the regular hourly rate.

³ Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all scheduled labor, scheduled equipment, scheduled consumables and 5% will be added to the markup for all vendors, unscheduled equipment, unscheduled material invoices.

§ 1.11 LABOR CALCULATION POLICY

The guidelines for labor invoicing are as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any scheduled shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday and Sunday will be at 1.5 times the regular hourly rate. All hours worked on Holidays (see §1.III Item 4 for recognized holidays) will be charged at 2 times the regular hourly rate. OT applies to all labor classifications regardless if salary or hourly.

After Hours Emergency Services: In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 5:00 p.m.-7:00 a.m.), 1.5 times the regular hourly rate will be charged.

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)
Effective Date: January 2026



§ I. RATES AND INVOICE CONDITIONS

§ I.I.II LABOR CONSIDERATIONS

- 1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.
- 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the regular hourly rate (no overtime) will be charged.
- 3). National holidays recognized by BELFOR for rate (not payroll) purposes are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- 4). The hourly Scheduled Labor rates will be charged portal to portal for all BELFOR personnel, labor subcontractors, and subcontractors fulfilling any Labor Classifications.
- 5). If a meeting is requested by the client that involves travel BELFOR will bill for travel expenses at documented cost plus 25%. Labor hours will be charged at the applicable Rate Classification.

§ I.IV CONSULTING EXPENSES

- 1). Reproduction of actual drawings at \$4.50 per SF
 - 2). Automobile mileage at IRS published rate - 2025 \$0.70
 - 3). Tolls at cost with receipts over \$25.00
 - 4). Photocopies at \$0.15 per page
 - 5). Color copying at \$1.50 per page or actual cost if Kinko's or other service
 - 6). Airfare, hotels, rental car rates and other travel expenses are billed at cost + 25%
 - 7). Daily per diem rate at \$75.00 a day/based on (8) hour day
- Note:** *Fees for deposition and trial appearances are for a minimum four hours @ \$450/hr for all consultants

§ II. SCHEDULED EQUIPMENT CHARGES (see § II.I Itemized Scheduled Equipment)

- 1). The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day.
- 2). Small Tools Charge: Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc..., which are provided by BELFOR but are not included in the Scheduled Equipment list will be charged at 4% of total labor charges for all hands-on personnel (EO, GL, LF, RT, RS, DTA, DC, DTL, DMT, DT, MT, PT, DP, CR, TN, TS, HT, HLT, HEO). Any specialty items purchased for a project may be charged as per Section IV.
- 3). The Safety Equipment Packages (Personal Protection Equipment - PPE, Personal Fall Protection - PFP, and Personal Respiratory Protection - PRP) are inclusive of the reusable components of each package as well as any training, medical, or certification expenses related to their use. They do not include the disposable items within the Scheduled Consumables list.
- 4). During the course of performance of the work BELFOR may add additional equipment to the schedule.

§ III. SCHEDULED CONSUMABLES (see § III.I Itemized Scheduled Consumables)

- 1). Any scheduled consumables purchased locally where the unit price exceeds 80% of the rate, the item will be invoiced at documented cost plus 25% mark-up
- 2). During the course of performance of the work BELFOR may add additional consumables to the Rate Schedule.
- 3). BELFOR reserves the right to change the unit rate of scheduled consumables affected by market conditions.
- 4). Scheduled consumables are charged on a "per unit" basis whether consumed by the unit or not.

§ IV. VENDORS, UNSCHEDULED MATERIALS & UNSCHEDULED EQUIPMENT

- 1). 25% mark-up will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.

§ V. REIMBURSABLES

- 1). 25% mark-up will be added to the total of all reimbursables.
- 2). Standard per diem rates are \$68 per person per day (2025 GSA base rate). The 1.35 multiplier will be applied for NYC, Cape Cod, Martha's Vineyard, Nantucket, WA, AK, HI, Latin America, and the Caribbean (\$91.80). The 1.25 multiplier will be applied for CA and OR (\$85.00). Per Diem will be charged for all traveling personnel in § I. Itemized Scheduled Labor Classification. BELFOR charges this daily rate whether the per diem is paid directly to the person, is charged to BELFOR as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly.
- 3). Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.
- 4). BELFOR shall be reimbursed for travel expenses (airfare, lodging, rental cars, per diem) for personnel at documented costs plus markup (see item 1).
- 5). Lodging will be charged in accordance with the published GSA lodging allowance in effect at the time of the stay (<https://www.gsa.gov/travel/plan-book/per-diem-rates/>) plus applicable fees and taxes. As is the case with the Federal Travel Regulations, actual expense reimbursement is allowed when the lodging allowance is insufficient to meet the necessary expenses.
- 6). An optional methodology for lodging charges is to apply a lodging allowance as follows: Lodging may be charged at the average nightly rate of up to three hotels that house project personnel (BELFOR and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

§ VI. DOCUMENT DRYING AND RECOVERY SERVICES

Freeze drying charges will range from \$35 to \$95 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.

The above rates represent the charges for freeze drying only. Labor, equipment, materials and other document treatments performed will be billed in accordance with the rates herein and any project specific quotations.

Other recovery service charges will be determined per job, based on the following relevant factors:

* Nature of Damage * Degree of soot/char * Intended Use of Document * Moisture Saturation * Mold Contamination * Odor

Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

§ VII. CAT CONSIDERATIONS (Based on Property Claim Services assigning a CAT Serial Number)

- 1). A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be CAT management, CAT office, admin support, warehousing, etc...

§ VIII. BILLING AND PAYMENT

- 1). Invoices generated in accordance with the BELFOR Rate and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there are any disputed charges on any invoice these should be clearly identified in writing within 30 days and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1% per month or 2) as specified in the terms and conditions of the applicable contract.
- 2). All charges for billing portals and for credit card payments will be passed on to the client at documented cost.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)
Effective Date: January 2026



011

ITEMIZED SCHEDULED EQUIPMENT ³

EQUIPMENT DESCRIPTION	UNIT	RATE	EQUIPMENT DESCRIPTION	UNIT	RATE
AIR MOVERS/COMPRESSORS/ACCESSORIES			TRUCKS, VEHICLES, TRAILERS (rate does not include fuel)		
Air compressor, gas/electric	Ea / Day	\$ 45.00	BELFOR Command Center	Ea / Day	\$ 605.00
Air compressor, tow behind 185 / 375 CFM	Ea / Day	\$ 309.00	Forklift, Warehouse	Ea / Day	\$ 95.00
Air movers/carpet blowers/Axial fans	Ea / Day	\$ 30.00	Mobile Office	Ea / Day	\$ 79.00
Ordidry Bag or Direct It In (attachment)	Ea / Day	\$ 30.00	Mobile Warehouse (Trailer Only)	Ea / Day	\$ 188.00
Injectidry Unit	Ea / Day	\$ 158.00	Pallet Jack	Ea / Day	\$ 27.00
Manometer	Ea / Day	\$ 100.00	Trailer, Freezer	Ea / Day	\$ 182.00
BLAST/POWER WASH UNITS			Truck, Dump Service (Pickup Truck)	Ea / Day	\$ 116.00
Blasting Unit, Agri/Soda	Ea / Day	\$ 784.00	Truck, Dump-Trip Charge	Ea / Day	\$ 182.00
Dry Ice Blaster w/Accessories	Ea / Day	\$ 1,178.00	Truck, Moving/Box/Board up	Ea / Day	\$ 188.00
Soda Blaster	Ea / Day	\$ 1,109.00	Truck (cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	\$ 151.00
Washer, High Pressure (cold)	Ea / Day	\$ 196.00	Vehicle, Pickup, SUV or Car	Ea / Day	\$ 84.00
Washer, High Pressure (hot)	Ea / Day	\$ 240.00	Vehicle, Truck 1 Ton 4x4 Lift gate	Ea / Day	\$ 200.00
CLEANING/VACUUMS/EXTRACTION			Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	\$ 156.00
Buffer, Floor	Ea / Day	\$ 95.00	DUMPSTERS & STORAGE		
Carpet Cleaning Machine	Ea / Day	\$ 91.00	Dumpster, 20 yd (max weight 4 Tons)	Per Load	\$ 606.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 173.00	Dumpster, 30 yd (max weight 6 Tons)	Per Load	\$ 847.00
Extraction Unit (portable)	Ea / Day	\$ 188.00	Dumpster, 40 yd (max weight 8 Tons)	Per Load	\$ 1,029.00
Extraction Unit (truck or Trailer mount)	Ea / Day	\$ 680.00	BELFOR Pods 8'x7' 12' x 7'	Per Month	\$ 285.00
Floor cleaning system (ride on)	Ea / Day	\$ 815.00	BELFOR Pods (set up & breakdown)	Per Pod	\$ 303.00
Floor cleaning system (walk behind)	Ea / Day	\$ 345.00	Storage Space / Warehouse	CF / Month	\$ 0.50
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 172.00	Storage Vaults	Per Month	\$ 152.00
Ion Air Cleaning System	Ea / Day	\$ 57.00	ELECTRONICS / MECHANICAL		
Steam Cleaner (Trailer)	Ea / Day	\$ 294.00	Cart, Electronic Decontamination	Ea / Day	\$ 76.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 76.00	Cleaning Room, HEPA filtered	Ea / Day	\$ 1,184.00
Vacuum, HEPA	Ea / Day	\$ 110.00	Crane, A-Frame (1 ton)	Ea / Day	\$ 108.00
Vacuum, Insulation Machine	Ea / Day	\$ 109.00	Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 935.00
Vacuum, Upright, Wet/Dry or Canister	Ea / Day	\$ 52.00	Decon Room	Per Project	\$ 624.00
Zip Poles, Set of 6	Ea / Day	\$ 33.00	DI Water System	Ea / Day	\$ 48.00
LIGHTS			Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 84.00
Light, Balloon	Ea / Day	\$ 143.00	Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 498.00
Light, Tower Mobile (400 WT)	Ea / Day	\$ 208.00	Electronic Dehumidification Unit/Heating (KH7)	Ea / Day	\$ 272.00
Light, Wobble (37 inches)	Ea / Day	\$ 73.00	Gas Detector, ATI PortaSens II	Ea / Day	\$ 371.00
MISC.			HEPA Filtered Hood	Ea / Day	\$ 187.00
Heat Gun, Shrink Wrap	Ea / Day	\$ 91.00	HEPA Water Displacement Unit	Ea / Day	\$ 113.00
Ride on Flooring Stripper (includes blades)	Ea / Day	\$ 1,452.00	Oven, Convection Drying (UL7)	Ea / Day	\$ 529.00
Saw, Demo	Ea / Day	\$ 129.00	Oven, Vacuum Drying	Ea / Day	\$ 754.00
Saw, Kett	Ea / Day	\$ 43.00	Quality Control Kit, (scientific instruments)	Ea / Day	\$ 227.00
X-Ray Driver	Ea / Day	\$ 188.00	Partial Meter	Ea / Day	\$ 65.00
X-Ray Separation Tank	Ea / Day	\$ 505.00	Reflectoquant Test Device	Ea / Day	\$ 124.00
ODOR CONTROL / DISINFECTION			Sealer, Vacuum	Ea / Day	\$ 330.00
Electrostatic Sprayer	Ea / Day	\$ 165.00	Spray Booth with 2 sinks (portable)	Ea / Day	\$ 227.00
Fogger, Commercial	Ea / Day	\$ 136.00	Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 99.00
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 48.00	Tool Handling Charge	Per Project	\$ 561.00
Ozone Generator	Ea / Day	\$ 191.00	Ultrasonic Bath, Portable	Ea / Day	\$ 393.00
Smoke Machines (small)	Ea / Day	\$ 121.00	Ultrasonic Bath, Bench Top	Ea / Day	\$ 227.00
Vapor Shark	Ea / Day	\$ 48.00	Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 4,072.00
POWER			Vacuum, Clean Room	Ea / Day	\$ 187.00
Electrical Distribution (120 / 200 Amp Panel)	Ea / Day	\$ 227.00	Wet Bench (portable)	Ea / Day	\$ 228.00
Electrical Distribution (Spider Box)	Ea / Day	\$ 91.00	Workstation (table, chair, lights, ESD)	Ea / Day	\$ 30.00
Generator (portable)	Ea / Day	\$ 183.00	ENVIRONMENTAL		
Spider Box Cables / 50 Amp	Ea / Day	\$ 43.00	Cascade Breathing Air System	Ea / Day	\$ 206.00
PUMPS			Chemical Hose, Hazmat	Ea / Day	\$ 274.00
Pump, Sump / Flood	Ea / Day	\$ 42.00	Confined Space Entry System	Ea / Day	\$ 250.00
Pump, Trash with Hose, 2"	Ea / Day	\$ 168.00	Decontamination Shower/Filter	Ea / Day	\$ 175.00
DRYING/TEMP/HUMIDITY CONTROL			Jerome Mercury Vapor Analyzer	Ea / Day	\$ 306.00
Moisture Meter	Ea / Day	\$ 25.00	Mini-Rae (PID)	Ea / Day	\$ 218.00
Camera, IR	Ea / Day	\$ 28.00	MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 250.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	\$ 175.00	Personal Sample Pump	Ea / Day	\$ 35.00
Dehumidification, Desiccant -385 cfm	Ea / Day	\$ 306.00	Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 374.00
Dehumidification, Desiccant -300/600 cfm	Ea / Day	\$ 502.00	Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	\$ 175.00
Dehumidification, Desiccant -2000/3000 cfm	Ea / Day	\$ 907.00	Trailer, Emergency Response, Hazmat	Ea / Day	\$ 374.00
Dehumidification, Desiccant -3000-7500 cfm	Ea / Day	\$ 1,647.00	Truck, Guzzler Air Mover	Ea / Hr	\$ 418.00
Dehumidification, Desiccant -10000 / 12000 cfm	Ea / Day	\$ 2,775.00	Truck, Vacuum 80 BBL	Ea / Hr	\$ 209.00
Dehumidification, Desiccant -15000 cfm	Ea / Day	\$ 4,450.00	Truck, Vacuum, 120 BBL	Ea / Hr	\$ 253.00
Dehumidification, Desiccant -25000 cfm	Ea / Day	\$ 6,468.00	Transfer Hose, per 20	Ea / Day	\$ 105.00
Dehumidification/Cooling -1 Ton Spot Cooler	Ea / Day	\$ 196.00	Construction		
Dehumidification/Cooling -DX Unit -5 / 12 ton	Ea / Day	\$ 704.00	Matterport 3D Camera	Ea / Day	\$ 155.00
Dehumidification/Cooling -DX Unit -20 / 30 ton	Ea / Day	\$ 1,568.00	Temporary Containment Hardwall	Lf / Day	\$ 5.00
Dehumidification/Cooling -DX Unit -40 / 50 ton	Ea / Day	\$ 2,020.00	HVAC		
Dehumidification/Cooling -DX Unit -60 / 80 ton	Ea / Day	\$ 2,471.00	HVAC, High Volume Air Agitation System	Ea / Day	\$ 165.00
Dehumidification/Cooling -Chiller 100 to 400 ton	Ton / Day	\$ 32.00	HVAC, Mobile Resource Unit	Ea / Day	\$ 245.00
Dehumidification, Heater -8 / 12 kW	Ea / Day	\$ 168.00	HVAC, Power and Manual Hand Tools	PP / Day	\$ 48.00
Dehumidification, Heater -20 / 30 kW	Ea / Day	\$ 194.00	HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 85.00
Dehumidification, Heater -40 / 60 kW	Ea / Day	\$ 432.00	HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 210.00
Dehumidification, Heater -120 kW	Ea / Day	\$ 905.00	HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	\$ 245.00
Dehumidification, Heater, Indirect Fired up to 700,000btu + fuel	Ea / Day	\$ 1,137.00	HVAC Video / Tool Robotic Inspection System	Ea / Day	\$ 675.00
SAFETY			HVAC, Viper Duct Cleaning System	Ea / Day	\$ 75.00
Personal Fall Protection (PFP)	PP / Day	\$ 10.00	HVAC, Air Compressor - High CFM Portable	Ea / Day	\$ 215.00
Personal Protection Equipment (PPE)	PP / Day	\$ 6.00	HVAC, Laser Particle Meter	Ea / Day	\$ 425.00
Personal Respiratory Protection (PRP)	PP / Day	\$ 10.00	The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.		
Respirator, PAPR	Ea / Day	\$ 100.00			

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)
Effective Date: January 2020



ITEMIZED SCHEDULED CONSUMABLES ³

CONSUMABLE DESCRIPTION	UNIT	RATE	CONSUMABLE DESCRIPTION	UNIT	RATE
BAGS			ELECTRONICS / MECHANICAL		
Bags, Environmental Trash Bags	Ea.	\$ 3.60	BELFOR-AC 14 Alkaline Cleaner 14	Gal	\$ 74.00
Bags, Insulation Machine (Vacuum)	Ea.	\$ 37.00	BELFOR-AC 12 Alkaline Cleaner 12	Gal	\$ 85.00
Bags, Trash (40#)	1.5 mil \$ 1.25 6 mil \$ 2.50		BELFOR-CD 04-C Complex Deterger 04 C	Gal	\$ 88.00
CLEANING-GENERAL			BELFOR-EC 12 Electronics Cleaner	Gal	\$ 56.00
Disinfectant-Bioesque	Gal	\$ 63.00	BELFOR-ESL Label Protection Lacquer	Ounce	\$ 21.00
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 109.00	BELFOR-GC General Cleaner	Gal	\$ 51.00
BELFOR-All Purpose Cleaner	Gal	\$ 47.00	BELFOR-HD 01 Hand Deterger 01	Gal	\$ 64.00
BELFOR-All Purpose Spotter	Gal	\$ 58.00	BELFOR-LP 40 Light Preserver 40	Gal	\$ 123.00
BELFOR-Carpet Rinse & Neutralizer	43.5	\$ 71.50	BELFOR-PP Metal Polishing Paste	Ounce	\$ 19.00
BELFOR-Clf Citrotix Lemon Scent	Ounce	\$ 1.20	BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 149.00
BELFOR-Concentrated Odor Counteractant & Smoke Elim.	Gal	\$ 225.50	BELFOR-NK One Step Cleaner and Preserver (electrical)	Print	\$ 15.00
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 49.50	BELFOR-OC24 Organic Cleaner 24	Gal	\$ 64.00
BELFOR-Glass Cleaner	Gal	\$ 19.50	BELFOR-OC62 Organic Cleaner 62	Gal	\$ 54.00
BELFOR-Hand Cleaning Wipes (225/tub)	Tub	\$ 107.00	BELFOR-O-SW Oil Black (Elect. Contacts Only)	Ounce	\$ 41.00
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 86.00	BELFOR-PM Polish Milk	Ounce	\$ 13.00
BELFOR-Multi-Purpose Restroom Cleaner	Gal	\$ 17.00	BELFOR-SD 02 Sulfide Deterger	Gal	\$ 64.00
BELFOR-LP 52 Oil Preserver	Gal	\$ 102.00	BELFOR-WAX Wax Preserver	Gal	\$ 95.00
BELFOR-Quarry & Hard Tile Cleaner	Gal	\$ 44.50	Nitric Acid, Ultra Pure	Quart	\$ 187.00
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner	Gal	\$ 85.00	Apron, Chemical	Ea.	\$ 24.00
Adhesive, Remover	Can	\$ 18.00	Arm Sleeves, Chemical	Ea.	\$ 40.00
Alcohol, Isopropyl	Gal	\$ 96.00	Arsenic Test Kit	Per Test	\$ 6.60
Bloods, Odor Counteractant	Ea.	\$ 9.00	Bags, Anti Static	Ea.	\$ 4.80
Boot Covers, Latex	Per Pair	\$ 13.00	Brady Cards	Ea.	\$ 8.80
Brush, Scrub	Ea.	\$ 14.00	Brush, Dispersion (Each)	Small \$ 7.50 Large	\$ 17.00
Brushes, Pipe	Ea.	\$ 37.00	Brush, Non Conduct	Ea.	\$ 13.00
Brushes, Wire	Small \$ 5.50 Large	\$ 9.00	Chloride Quick Test Strips	Ea.	\$ 1.50
Cleaner, Stainless Steel	Can	\$ 19.00	Cleaning / Decon Sticks	Ea.	\$ 1.70
Disinfectant, Antimicrobial	Gal	\$ 62.00	Non-Conduct Scrubbers, Green (#20)	Box	\$ 53.00
Fooger, Thermo Deodorizer	Gal	\$ 81.50	Non-Conduct Scrubbers, Maroon (#7447)	Box	\$ 95.00
Non Heads	Ea.	\$ 24.00	Non-Conduct Scrubbers, White (#20)	Box	\$ 113.00
Pad, Floor Buffer	Ea.	\$ 28.00	Tape, Clean Room	Roll	\$ 30.00
Pad, Foam Scrubbing	Pak	\$ 63.00	Wipes, Lint Free	Pak	\$ 120.00
Sponge, Particulate Removal (1.5"x3"x6")	Ea.	\$ 4.80	Wipes, Presaturated [PA/D]	Pak	\$ 42.00
Sponge, Particulate Removal (2.4"x3"x6")	Ea.	\$ 2.40	Wipes, Standard Clean Room	Pak	\$ 84.00
Steel wool, Stainless	Ea.	\$ 6.00	Wipes, Ultra Clean Room	Pak	\$ 131.00
Thinner, Paint/Mineral Spirits	Gal	\$ 35.00	ENVIRONMENTAL		
Vapor Shark Membrane	Ea.	\$ 120.00	Asbestos Glove Bag	Ea.	\$ 41.00
Wipes, Cotton Cloth/Workshop Rags	Lb.	\$ 9.10	Breathing Air, Type K Bottle	Ea.	\$ 67.00
Wipes, WypAll L40	Pak	\$ 28.80	Cartridge, MSA Combination	Ea.	\$ 84.50
CONTENTS/PAK-OUT/STORAGE			Protective Suits (Acid)	Ea.	\$ 102.00
BELFOR-Fabric Protector	Gal	\$ 48.00	Protective Suits (Level A, fully encapsulating)	Ea.	\$ 3,696.00
BELFOR-Lemon Oil Furniture Polish	Gal	\$ 6.80	Protective Suits (PolyPro Asbestos)	Ea.	\$ 50.00
BELFOR-Liquid Laundry Detergent	Gal	\$ 21.00	Protective Suits (Saranex Chemical)	Ea.	\$ 74.00
BELFOR-Premium Dish Detergent	Quart	\$ 7.70	Sorbent Boom	Ea.	\$ 126.00
Boxes, Book	Ea.	\$ 6.60	Sorbent Pad	Ea. \$ 11.50 Bale	\$ 360.00
Boxes, Dish Pack	Ea.	\$ 20.50	Sorbent Pillows	Ea.	\$ 31.00
Boxes, Slip Covers	Ea.	\$ 4.80	DRUMS		
Boxes, Wardrobe/Specialty	Ea.	\$ 54.75	Drum, Steel / Poly Open Top, 55 Gallon	Ea.	\$ 199.00
Boxes, 3 cf	Ea.	\$ 11.90	Drum, Poly Overpack, 95 Gallon	Ea.	\$ 493.00
Boxes, 4.5 cf	Ea.	\$ 15.65	HVAC		
Cloths, Masslinn	Ea.	\$ 2.60	HVAC Air Blast Nozzle, Replacement	Ea.	\$ 85.00
Foam Blocks	Ea.	\$ 1.70	HVAC Air Whip, Multi Head, Replacement	Ea.	\$ 92.00
Inventory Tags	Ea.	\$ 1.70	HVAC Deodorizer	15oz	\$ 75.00
Packing Paper, per 100 sq ft	Roll	\$ 23.00	HVAC Cleaner Degreaser	Gal	\$ 48.00
Tape, Poly Box	Roll	\$ 4.80	HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30'	Roll	\$ 48.00
Wrap, Bubble/Anti Static (12" X 750ft)	Roll	\$ 199.00	HVAC Coil Cleaner	Gal	\$ 69.00
Wrap, Stretch / 18" X 1500ft	Roll	\$ 72.00	HVAC Collection Machine Filters (Heated & Bag)	Ea.	\$ 109.00
FILTERS			HVAC Collection Machine HEPA Filter	Ea.	\$ 465.00
Filter, Charcoal (Carbon Activated)	Ea.	\$ 79.00	HVAC Duct Liner 1" - 3"x100'	Roll	\$ 625.00
Filter, HEPA	Ea.	\$ 279.00	HVAC Duct Mastic	Gal	\$ 50.00
Filter, Pleated	Ea.	\$ 25.00	HVAC Insulation Repair Coating	Gal	\$ 126.00
Filter, Poly (Secondary)	Ea.	\$ 8.80	HVAC HEPA Vac Collection Bag & Filter Protector	Ea.	\$ 50.00
SHEETING/PLASTIC/FLOOR PROTECTION			HVAC HEPA Vac Filters (Dacron Filter Bag & Immoction)	Ea.	\$ 85.00
Duct Lay Flat (500') with hoo rings	Roll	\$ 565.00	HVAC HEPA Vac HEPA Filter	Ea.	\$ 410.00
Plastic Sheeting, 1 mil (24 x 200)	Roll	\$ 144.00	HVAC Propane Fill Charge	Cylinder	\$ 85.00
Plastic Sheeting, 4 mil (20 x 100)	Roll	\$ 204.00	HVAC Rotary Brush Head, Replacement	Ea.	\$ 178.00
Plastic Sheeting, 6 mil (20 x 100)	Roll	\$ 315.00	HVAC Rotary Brush System, Replacement Core	Ea.	\$ 119.00
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)	Roll	\$ 478.00	HVAC Sheetmetal Blank	Ea.	\$ 36.00
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)	Roll	\$ 528.00	HVAC Sheetmetal Screw	Box 100	\$ 31.20
Plastic Sheeting, Carpet Protector	Roll	\$ 177.00	HVAC Spray Adhesive	Can	\$ 35.00
Ram Board, (38" X 100')	Roll	\$ 185.00	HVAC Unibit	Ea.	\$ 79.00
Red Rosin Paper (200 ft. roll)	Roll	\$ 46.00	HVAC Vacuum Brush Head - Replacement	Ea.	\$ 23.00
Scrim-Fire Rated (60"x100')	Roll	\$ 2,988.00	HVAC Scrim Tape - 3" Wide	Roll	\$ 38.00
Sticky Mat (28"x32')	Ea.	\$ 199.00	HVAC Duct Mask 24" Wide	Roll	\$ 92.00
SHRINK WRAP			HVAC Foil Tape - 3" Wide	Roll	\$ 45.00
Strapping, Woven HD	LF	\$ 0.15	SAFETY		
Tape, Heat Shrink 2"	Roll	\$ 20.00	Boots, Chemical PVC	Per Pair	\$ 110.00
Tape, Heat Shrink 4"	Roll	\$ 40.00	Dust Mask	Ea.	\$ 2.40
Tape, Heat Shrink 6"	Roll	\$ 59.00	Gloves, Cotton / Rubber Coated Cotton	Per Pair	\$ 6.00
Wrap, Shrink, 7 mil (42" x 143')	Roll	\$ 1,195.00	Gloves, Latex (surgical)	Box 100	\$ 75.00
Wrap, Shrink, 12 mil (32" x 180')	Roll	\$ 2,095.00	Gloves, Leather	Per Pair	\$ 9.90
TAPE/ADHESIVE			Gloves, Chemical Resistant Nitrile	Per Pair	\$ 6.25
Adhesive, Spray	Can	\$ 23.50	Gloves, Nylon Inspection	Per Pair	\$ 0.60
Tape, 2-way (2" x 60')	Roll	\$ 36.00	Protective Suits (Twee)	Ea.	\$ 21.00
Tape, Barricade-Banner Guard 3" x 1000ft (Caution, Danger, etc.)	Roll	\$ 43.00	Respirator, N95	Ea.	\$ 4.00
Tape, Duct (2" x 60')	Roll	\$ 9.00	Respirator, P100	Ea.	\$ 13.00
Tape, Painters-Blue/red (2" X 60yd)	Roll	\$ 13.20	Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 44.00
MISC			Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 14.40
Disposable Decontamination Unit	Ea.	\$ 504.00	The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.		
Encapsulant, Antifungal	Gal	\$ 158.00			
Encapsulant, Antimicrobial (Zinsser)	Gal	\$ 110.00			
Encapsulant, Seal	Gal	\$ 95.50			
Fasteners, Misc / Lock & Hasp	Ea.	\$ 36.00			
Floor Dry (40#)	Baq	\$ 38.50			
Lock Box	Ea.	\$ 84.00			
Soda, Soda Blaster Material (50lb baq)	Baq	\$ 120.00			
Zipper (containment)	Ea.	\$ 24.00			

**EXHIBIT C – FEDERAL TERMS AND CONDITIONS (EDGAR)
REQUIRED FOR FEDERALLY FUNDED PROJECT**

**EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE
REGULATIONS (EDGAR)**

**Contracts Under Federal Awards
Terms and Conditions**

Pursuant to 2 CFR § 200.326, all contracts, including small purchases, awarded by Calallen Independent School District (“DISTRICT”) and the DISTRICT’S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions:

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when the DISTRICT expends federal funds, the DISTRICT reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- (B) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when the DISTRICT expends federal funds, the DISTRICT reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The DISTRICT also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the DISTRICT believes, in its sole discretion that it is in the best interest of the DISTRICT to do so. Vendor will be compensated for work performed and accepted and goods accepted by the DISTRICT as of the termination date if the contract is terminated for convenience of the DISTRICT. Any award under this procurement process is not exclusive and the DISTRICT reserves the right to purchase goods and services from other vendors when it is in the DISTRICT’S best interest.

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 F.R. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive

Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when the DISTRICT expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when the DISTRICT expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when the DISTRICT expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the DISTRICT resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (“EPA”).

Pursuant to Federal Rule (G) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process,

Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (*see* 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000.00 must 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 must 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 non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
- (J) Contract Cost and Price - §200.323. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.
- Pursuant to Federal Rule (J) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.
- (K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - §200.216. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

Pursuant to Federal Rule (K) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (K) above.

- (L) Domestic Preferences for Procurements - §200.322. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- Pursuant to the Federal Rule above, the DISTRICT has a preference for goods, products, or materials produced in the United when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.
- (M) Procurement of Recovered Materials. For all contracts greater than \$10,000.00, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and any implementing regulations where applicable and provide such information and certifications as the District may require to confirm estimates and otherwise comply. The requirements of Section 6002 includes (1) procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the

EPA guidelines.

Pursuant to the Federal Rule above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c) (3) (A) (i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

- (N) Small, Minority, Women’s Business Enterprises, and Labor Surplus Affirmative Steps. If any subcontracts are to be let by the Contractor, Contractor will be required to shall take affirmative steps to encourage participation by and facilitate contracting with small and minority businesses, women’s business enterprises and labor surplus area business firms as set out in 2 C.F.R. 200.321. The affirmative steps include the following: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- (O) Records Retention Requirements for Contracts Involving Federal Funds. When federal funds are expended by DISTRICT for any contract resulting from this procurement process, Vendor agrees to comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- (P) Equal Employment Statement. It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider 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, sexual orientation, gender identity, 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. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms,

conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

- (Q) Certification of Access to Records – 2 C.F.R. § 200.336. Vendor agrees that the District’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.
- (R) Copyright. All contracts paid from state or federal grants administered by the Texas Education Agency (“TEA”) must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so.
- (S) Certification of Compliance with the Energy Policy and Conservation Act. When DISTRICT expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).
- (T) Certification of Compliance with Buy America Provisions. DISTRICT has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.
- (U) For all professional services contracts paid with federal funds, the contract contains the following provisions:
 1. All services will be completed during the effective dates of the contract.
 2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
 3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
 4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - .323.

5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
 6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
 7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
 8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.
- (V) Applicability to Subcontractors. Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions.
- (W) The Vendor also represents and warrants compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted below:
1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
 2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
 3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
 4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
 5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
 6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
 7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
 8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
 9. Buy America Act: DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-25.2).
 10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
 11. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
 12. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
 13. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
 14. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

**EXHIBIT D – TERMS AND CONDITIONS FOR SERVICE ORDERS INVOLVING
CONSTRUCTION BY BELFOR AND/OR SUBCONTRACTOR OF BELFOR**

1. COMMENCEMENT OF WORK.

1.1 No work shall be performed under the Contract unless has been executed by the Superintendent of Schools and insurance certificates and surety bond documents (if applicable) have been provided to the District.

1.2 The Contractor shall deliver to District a revised certified payroll listing the Contractor's employees and their respective job classifications. To the extent that the services of any employee require a license, Contractor shall deliver to District current licenses.

2. THE WORK. The Contractor shall:

2.1 be expected to provide all labor, equipment, supplies, materials, superintendence and testing necessary for completion of the Work. The Contractor shall complete such details of work for the successful operation of systems.

2.2 perform Work to be done in a neat and orderly manner, in accordance with industry standards, required code and adhere to the District's construction specifications.

2.3 pay all applicable costs, fees and permits.

2.4 upon completion of work, clear the job site of any and all debris. All work shall be scheduled as to be safe and shall not interfere with classes or meetings in any way unless approved by the District Maintenance, Buildings and Grounds Director due to special need or an emergency situation.

2.5 be on call 24 hours a day in case of an emergency. Upon award, the Contractor shall provide the Director for Facilities and Construction with the telephone number(s) of the person or persons to be called in case of an emergency. All calls shall only notice, with written authorization to follow.

2.6 provide only new equipment and materials, unless otherwise indicated in the Contract.

2.7 ensure that the manufacturer's name, address, model number and serial number are permanently attached in a conspicuous location, on all major equipment components.

2.8 ensure that all materials furnished under these specifications are the standard product of manufacturers regularly engaged in the production of such equipment and are the manufacturers' latest approved standard design.

2.9 comply fully and shall cause its Subcontractors and their respective employees to fully comply with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to.

2.9.1 Executive Order 11246, Equal Opportunity Employment, as amended.

2.9.2 "Anti-Kickback" Acts.

2.9.3 Davis-Bacon Act, if applicable.

2.9.4 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

2.9.5 Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations 40 C.F.R., Part 51.

2.9.6 Energy Policy and Conservation Act (P.L. 94-163).

2.9.7 Latest update to Department of Labor Occupational Safety and Health Administration Regulation published in 29 C.F.R. Parts 1910 and 1926, dated Tuesday, August 9, 1994.

2.10 visit the premises where work is to be performed prior to start of work, as it is the Contractor's responsibility to identify all costs associated with a particular Contract.

2.11 carefully lay out all work in advance so as to minimize cutting, channeling, chasing or drilling of floor, walls, partitions, ceilings, etc.

2.12 perform all cutting, drilling, anchoring or welding of structural members in a manner having the District's prior approval.

2.13 fire seal any penetrations of firewalls per specific U.L. System Number.

2.14 perform any work details and materials not otherwise mentioned shall be included in the scope of work for this Contract.

2.15 with respect to electrical:

2.15.1 shall perform all cutting, channeling, drilling, etc. as required for the proper support, concealment, installation or anchorage of raceways, outlets, or electrical equipment in a careful manner. Any damage to the building,

structure, equipment, or defaced finish or metal work shall be repaired by skilled workers of the trades involved at the bidder's expense and to the satisfaction of the District.

2.15.2 ensure that all electrical personnel working on an District site are licensed and working under the supervision of a Master Electrician, as appropriate, at all times.

2.15.3 shall provide a suitable box or crate electrical equipment and cover with waterproof covers to protect against dirt, moisture or other accidental exposure.

2.15.4 where the Underwriters Laboratories (UL) have established standards and issued labels for a particular group, class or type of material, apparatus, type of appliance or device, shall provide the UL label on all such items in that category incorporated into the work.

2.15.5 where such items are not covered by UL standards, meet or exceed the requirements of the current National Electric Code (NEC) or, if not covered there, by the applicable published recognized standard of the American National Standards Institute (ANSI) or the industry, and the related engineering society. Example: National Electrical Manufacturers Association (NEMA) and Institute of Electrical and Electronics Engineers (IEEE).

2.16 with respect to carpentry:

2.16.1 adhere at all times to general practices for the carpentry trade within the scope of work. A Carpentry Foreman shall supervise work performed.

2.16.2 where specified, in the Scope of Work, use only the type of materials specified.

2.17 with respect to painting:

2.17.1 adhere at all times to general practices for the painting trade within the scope of work. A Supervisor shall supervise work performed.

2.17.2 where specified, use only the type of paint (brand and color) specified for the completion of the work.

2.18 mark equipment in detail according to the specifications or in the same manner as existing equipment being replaced, (no dymo stick-on indented plastic label will be permitted) and identify equipment as designated by District.

2.19 retain all portable and detachable parts or portions of installation until final completion of work. These parts shall be delivered to the District Maintenance, Buildings and Grounds Director and acknowledged as itemized receipts to obtain request for final payment.

2.20 use all means necessary to protect the work and materials before, during and after installation and to protect the work and materials of all other surroundings.

2.21 in the event of damage, immediately make all repairs and replacements necessary to the approval of District, with no additional cost to the District.

2.22 store and protect materials and equipment in accordance with the manufacturer's recommendations

2.23 use only thoroughly trained and experienced workmen completely familiar with the items required or with the manufacturer's recommended methods of installations. In acceptance or rejection of work performed, no allowance will be made for the lack of skill on the part of the worker(s).

2.24 where details or specific installation specifications are not included, follow approved manufacturer's recommendations.

2.25 install, complete, thoroughly check, correctly adjust, clean and leave ready for operations all equipment and material connected with the project. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

2.26 cooperate with other parties and Contractors so that the installation of materials and equipment may be properly coordinated and provide minimum disruption.

2.27 furnish three (3) copies of the operating maintenance manuals to the District, as well as copies of all approved submittal data as it applies.

2.28 be fully responsible to the District for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the District and any such Subcontractor, nor shall it create any obligation on the part of the District to pay or to see to the payment of any monies due any such Subcontractor except as may otherwise be required by law.

2.29 for jobs exceeding thirty (30) days, provide thirty (30) day progress reports indicating current status of the Work to include verification of work schedule and percentage of Work completion.

2.30 maintain and will cause its Subcontractors to maintain a daily log for each worksite in form acceptable to District and which, at a minimum, identifies time-in/time-out for each employee and his/her job classification.

2.31 Substitutions: Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on this Project by the District. The Contractor may make a substitution only with the consent of the

District, after evaluation by the District and/or any third-party the District may so choose to review and proposed substitutions, and in accordance with any modification associated with the substitution. Whether or not any proposed substitution is accepted by the District, the Contractor shall reimburse the District for any costs incurred, including consulting fees charged by a design professional other consultants for evaluating each proposed substitute.

The Contractor shall promptly correct Work rejected by the District as failing to conform to the proposal or Work that is deficient.

3. PREVAILING WAGE RATE AND PAYMENT & PERFORMANCE BONDS.

The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract. In accordance therewith, the District has established a scale of prevailing wages which is incorporated in the Contract, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction. A Contractor or Subcontractor who violates the provisions of this section shall pay to District the sum of Sixty Dollars and No/100 (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b). Substitutions will not be accepted unless approved through the procedures set forth in the Contract Documents. The District shall be entitled to deduct from the Contract Sum, regardless of acceptance or rejection, amounts paid to the Architect to evaluate the Contractors proposed substitutions. The District shall be entitled to deduct from the Contract Sum amounts paid to the Architect to make agreed upon changes in the Drawings and Specifications made necessary by the District's acceptance of such substitutions. The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. A copy of the Prevailing Wage Rate Schedule is also attached hereto as Exhibit C or available upon request.

As a condition precedent to beginning the Work, the Contractor shall furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the total Contract Sum, in forms compliant with applicable Texas statutes. The Payment Bond shall secure payment to all persons furnishing labor and materials. All bonds shall comply with Chapter 2253 of the Texas Government Code and be issued by a surety authorized and licensed in Texas. The District may require a minimum A.M. Best rating of A- or better and evidence of the surety's financial capacity. If the bond exceeds ten percent (10%) of the surety's capital and surplus, the surety shall provide acceptable reinsurance in compliance with Texas law. The Contractor shall deliver original, fully executed bonds, including a current Power of Attorney, naming the District as obligee, and providing surety contact information. Bonds shall be executed by a Texas resident agent and dated as of the Contract execution. The District shall review all bonds for compliance and may require replacement or additional surety if deemed insufficient. Failure to provide acceptable bonds within ten (10) business days after notice may result in suspension or withholding of payment. Upon request, the Contractor shall promptly provide copies of the bonds to potential beneficiaries. The surety acknowledges it is responsible for protecting its own interests, may monitor the Work and payments, and waives claims against the District except in cases of fraud or gross negligence.

4. INVOICING REQUIREMENTS.

4.1 Contractor shall bill not more than one (1) time every thirty (30) days.

4.2 Each invoice must:

4.2.1 contain the Contractor's name, remittance address, vendor number, unique invoice number, the District's project number, the District's purchase order number, District's unique account string, payment terms and invoice total.

4.2.2 contain the applicable hourly rates, parts cost and other pertinent information, on the service report/invoice for tracking purposes.

4.2.3 be legible. Invoices, which are illegible, will not be processed but will be returned to the Contractor's for correction and re-submittal.

4.2.4 accurately reflect the invoice total. Incorrect invoices (unit price or arithmetic errors) will not be processed but will be returned to the Contractor for correction and re-submittal.

4.3 Payment will not be made by the District to Contractor for any employee not listed on the certified payroll and on the Contractor's manpower reports.

4.4 Employees of Contractor performing two (2) or more jobs for a substantial period of time during the course of the day should be properly classified and shown on the payroll and all of the different jobs performed at each worksite. The corresponding wage rates for the different classifications, as well as the time worked (time-in/time-out) on each project should be shown on the payroll records.

4.5 No time charges for overtime hours worked on the Project will be allowed if the employee is not actually paid for the overtime.

5. *[Intentionally Deleted.]*

6. REPRESENTATIONS AND WARRANTIES. The Contactor represents and warrants to District that

6.1 it has good and indefeasible title to all services and materials furnished under the Contract, and that the services and materials are free and clear of all liens, claims, security interests and encumbrances. The Contactor shall indemnify and hold the District harmless from and against all adverse title claims to the services and materials.

6.2 all services and materials sold the District under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards.

6.3 all services to be provided the District under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.4 the services and materials supplied by the Contactor in accordance with the specifications in the Contract will not infringe, directly or indirectly, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the Districtship or operation of the services and materials and the Contactor does not know of any valid basis for any such claims.

6.5 that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contactor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contactor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

6.6 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if the Contractor has at least ten (10) full time employees, then the Contractor, by its execution of this Agreement represents and warrants to the District that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

6.7 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at \$100,000 or more and if Independent Consultant has at least ten (10) full-time employees, then Independent Consultant represents and warrants to the District that the Independent Consultant does not boycott energy companies and will not boycott energy companies during the term of this Agreement. This section does not apply to a sole proprietorship.

6.8 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Independent Consultant has at least ten (10) full-time employees, then Independent Consultant represents and warrants to the District that the Independent Consultant does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement. This section does not apply to a sole proprietorship.

6.9 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Contract.

6.10 By signing this Agreement, the undersigned certifies as follows: Under Section 231.009 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

6.11 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of this Project is One Million Dollars (\$1,000,000.00) or more, the Contractor agrees to : (1) preserve all contracting information related to the contract as provided by the

records retention requirements applicable to the District for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the District; and (3) on completion of the contract, either: (a) provide at no cost to the District all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the District.

6.12 The Contractor warrants to the District that: (1) materials and equipment furnished under the Contract will be new and of good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements in the proposal. Any material or equipment warranties shall be issued in the name of the District, or shall be transferable to the District. The Contractor warrants to the District that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the proposal and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. The Contractor agrees to assign to the District at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. As a condition precedent to final payment, the Contractor shall submit to District a complete set of warranties from subcontractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with a warranty commencement date. Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies District may have under this Agreement, at law, or in equity for defective Work. The warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the District within a period of one (1) year after Substantial Completion of the entire Work or if latent defect, within one (1) year after discovery thereof by District.

7. INDEMNIFICATION.

7.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AGENTS AND EMPLOYEES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE (1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ITS AGENTS, EMPLOYEES AND SUBCONTRACTOR OF ANY TIER. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY, WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON, DESCRIBED IN THIS PARAGRAPH.

7.2 IN ANY AND ALL CLAIMS AGAINST THE DISTRICT OR ANY OF ITS AGENTS OR EMPLOYEES BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES AND SUBCONTRACTOR OF ANY TIER, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS OR OTHER EMPLOYEE BENEFIT'S ACTS.

8. TERMINATION FOR CAUSE. The District may terminate the Contract if the Contractor:

- a. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- a. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- b. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- c. fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents;
- d. fails to furnish the District, upon written request, with assurances satisfactory to the District, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

- e. engages in or permits serious or repeated worker misconduct in Section 4 of this exhibit;
- f. engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the District's ethics or conflict of interest policies; or
- g. is otherwise guilty of substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the District, after consultation with the Architect, may without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may (1) take possession of the site and of all materials thereon owned by the Contractor, and (2) finish the Work by whatever reasonable method the District may deem expedient. When the District terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts actually earned to the date of termination. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. This obligation for payment shall survive termination of the Contract.

9. FINAL INSPECTION

9.1 The Contractor shall demonstrate that the work completed meets the requirements of District. The District shall give final approval to all work performed.

9.2 Should any portion of the work fail to meet the requirements of the District, the Contractor shall repair or replace items failing to meet requirements until items can be demonstrated to comply.

9.3 Upon completion of jobs where materials are used, the Contractor shall submit proof of purchase (invoice) to District, or designated Project Manager, with each payment request.