

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BELFOR USA GROUP, INC**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Belfor USA Group, Inc, a Colorado corporation, with its principal place of business located at 185 Oakland Ave., Suite 150, Birmingham, MI 48009, and local place of business located at 2297 Ringwood Avenue, San Jose, California 95131 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. A fire occurred on August 8, 2017, at City’s Convention Center property; and,
- D. City is insured for the loss under the Alliant Property Insurance Program (the Alliant Property Insurance Program, and the individual carriers involved in the Program including Lexington Insurance, and their employees, representatives, and claims administrators including Alliant Claims and McLarens Global Claims, shall collectively be referred to as “Program”). All Parties acknowledge and agree that Services rendered pursuant to the terms of this Agreement (and payment therefor) shall conform to the requirements, if any, imposed by Program; and,
- E. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

The “Recitals” set forth above are incorporated into this “Agreement Provisions” section, as though set forth in full.

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2018.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be

construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor, subject to the terms as outlined in Exhibit A and Exhibit B ("SCHEDULE OF FEES"), within thirty (30) days from receipt of Contractor's invoice. If Program does not approve any aspect of a particular invoice, then City will not pay the invoice. City shall not be liable to Contractor, in any form (whether legal or equitable in nature) or amount, for any material, work, Service, or other indebtedness that is not approved by Program. If a payment is made to Contractor by City upon an invoice that is disapproved by Program in any respect, then City shall promptly notify Contractor of this disapproval. Contractor shall refund the disapproved portion to City (or Program, as applicable) within 30 days of the date of City's notice to Contractor.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment

for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

Up to one year after substantial completion of the work, Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to defend and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against claim, injury, liability, loss, or damage, including court costs and reasonable attorney's fees incurred in providing a defense to any claim arising therefrom, for which City shall become liable to the extent such liability arises from Contractor's negligence, errors or omissions, with respect to the Services performed by Contractor pursuant to this Agreement, that results in bodily injury, death, financial loss, and/or property damage to a third party. This shall expressly include defense and indemnity against any claim brought by Program against City.

With respect to disputes as between City and Contractor related to enforcement of any provision of this Agreement other than in the context of a third party claim, Contractor shall not be liable for consequential, indirect, special, punitive, or lost profit damages and Contractor's total liability to City is limited to the amount Contractor received from the City in the twelve months preceding the events that gave rise to the dispute between the Parties.

24. CONTRACTOR'S INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services

under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Building Maintenance
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-0594

And to Contractor addressed as follows:

Name: Belfor USA Group, Inc
Address: 185 Oakland Ave., Suite 150
Birmingham, MI 48009
Attn: General Counsel

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. RESERVED

35. CITY CONTACT FOR SCOPE OF SERVICES WORK

The official representative for the City shall be the Director of Public Works or his designee.

36. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

37. PREVAILING WAGES.

Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7, as such sections may be amended or modified from time to time. Contractor agrees to include prevailing wage requirements in its contracts for the Project.

Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
City Attorney

ATTEST:

JENNIFER YAMAGUMA.
Acting City Clerk

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

BELFOR USA, INC
corporation

Dated: _____

By: _____

(Signature of Person executing the Agreement on behalf of Contractor)

Name: David Warters

Title: Manager

Local Address: 2297 Ringwood Avenue

San Jose, California 95131

Email Address: David.warters@us.belfor.com

Telephone: (408) 929-3473

Fax: (408) 929-3477

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BELFOR USA GROUP, INC**

EXHIBIT A

SCOPE OF SERVICES

The services to be performed by the Contractor under this Agreement shall consist of construction and repair work, and related necessary actions, at the Santa Clara Convention Center, completed in response to a fire on August 8, 2017. All work done under this Agreement shall be:

1. Performed under permits issued by the Santa Clara Building Inspection Division, and shall pass inspection, where required;
2. Approved as insured or covered work by the applicable Program representative (i.e., expressly approved by the Program to be covered under the City's applicable insurance policy);
3. Approved as to cost by the Program representative; and
4. Approved as to scope of work, cost, and timing of work by the City's official representative.

Only work that meets all of the criteria set forth above shall be performed under this Agreement.

Contractor shall negotiate the scope of work and pricing for each and every service provided under this Agreement directly with the Program representative and shall report that scope of work and pricing to the City's official representative.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
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EXHIBIT B

FEE SCHEDULE

The attached Fee Schedule (approved by the Program Representative) is to be used in performing the work under this Agreement.

In no event shall the amount billed to the City by Contractor for services under this Agreement exceed one million four hundred thousand dollars (\$1,400,000) plus two hundred fifty thousand dollars (\$250,000) for extra services approved in writing by both the Director of Public Works and the Program representative for a total not-to-exceed figure of one million six hundred fifty thousand dollars (\$1,650,000), subject to provision of funds by Program.

The not-to-exceed figure stated above is not necessarily a reflection of the value of the Services rendered, nor is it a promise by City or Program to pay said figure for covered or insured work, nor is it a promise by City to pay said figure for any services.

The Parties acknowledge and agree that Program shall provide monies to City, in accordance with the terms of the Program, to be used to fund the Services under this Agreement. The Parties further acknowledge and agree that Contractor shall submit billing invoices for Services to Program, and obtain approval from Program for payment of said invoice, prior to submitting said invoice to City for payment. If Program does not approve the invoice, then City will not pay the invoice. City shall not be liable to Contractor, in any form or amount (whether legal or equitable in nature), for any materials, work, services, or other indebtedness that was not approved by Program.

Upon receipt of Approval from Program to pay Contractor's invoice, City will pay said invoice within 30 days, only if sufficient funds have been provided by Program prior to the expiration of the 30-day period to cover the amount of the invoice. If City has not received sufficient funds to cover the invoice, City shall promptly inform Contractor and Program of such shortfall. City and Contractor shall suspend the 30-day period until such time as Program provides sufficient funds to City, or pays the invoice directly. Performance of Services under this Agreement, however, shall not be delayed or suspended during this period.

EXHIBIT B
SCHEDULE OF FEES
LABOR RATE SCHEDULE

Rates are applicable to all work performed on or after the effective date of Agreement and apply to all assignments including CAT losses. Vendor does not agree to a 2% Early Payment Discount if their invoice is paid within 20 days of receipt.

LABOR RATES	Units	Rate
Level 1 Restoration		
Project Coordinator/ Emergency Response	Hourly	\$120
Consulting - Engineering/Technical/ Project Consultant/ Principal	Hourly	
Project Executive	Hourly	
Consulting - Restoration Expert	Hourly	
Project Consultant	Hourly	
Project Director / Operations Manager	Hourly	
Electronics (or Senior)/Equipment Consultant	Hourly	
Director Building Consultant	Hourly	
Senior Project Manager	Hourly	
Project Coordinator	Hourly	
Electronics/Equipment Project Manager	Hourly	
Level 2 Restoration		
Project Manager / Superintendent	Hourly	\$90
Document Restoration Project Manager	Hourly	
Project Estimator	Hourly	
Project Coordinator/ Emergency Response	Hourly	
Team Leader/Technician, Machinery Rebuild	Hourly	
Level 3 Restoration		
Assistant Project Manager / Assistant Superintendent	Hourly	\$68
Health and Safety Officer - Certified	Hourly	
Technical Specialist (Electronics, Mold, Dehumidification)	Hourly	
Electronics/Equipment Technician	Hourly	
Level 4 Restoration		
General Restoration Supervisor/Technician	Hourly	\$55
Remediation Supervisor/Technician	Hourly	
Project Supervisor/Foreman	Hourly	
Restoration Supervisor	Hourly	
Documentation Manager	Hourly	
Document Recovery Tech	Hourly	

Level 4 Restoration (cont)		
Restoration Technician	Hourly	\$55
Skilled Labor	Hourly	
Drying Technician	Hourly	

Level 5 Restoration		
General Labor	Hourly	\$28
Temporary Labor	Hourly	
Cleaning Labor	Hourly	
Unskilled Labor	Hourly	

Trades		
Carpenter Foreman	Hourly	Xactimate Rates used for geographic areas
Carpenter	Hourly	
Construction Labor	Hourly	
Drywall Installer/Finisher	Hourly	
Electrician	Hourly	
Equipment Operator	Hourly	
Framer	Hourly	
HVAC Mechanical	Hourly	
Mechanic	Hourly	
Painter Foreman	Hourly	
Painter	Hourly	
Plumber	Hourly	
Roofer	Hourly	
Roofing Laborer	Hourly	
Welder	Hourly	
Any other trade not listed	Hourly	

EXHIBIT B
SCHEDULE OF FEES

EQUIPMENT RATE SCHEDULE

Rates are applicable to all work performed on or after the effective date of Agreement and apply to all assignments including CAT losses. Vendor does not agree to a 2% Early Payment Discount if their invoice is paid within 20 days of receipt.

EQUIPMENT RATE SCHEDULE		Daily	Weekly	Monthly
Air compressor gas/electric < 90 CFM	Each	\$ 36.00	\$ 180.00	\$ 540.00
Air Compressor tow behind 90CFM - 125CFM	Each	\$ 83.00	\$ 415.00	\$ 1,245.00
Air Compressor tow behind 200CFM- 250CFM	Each	\$ 150.00	\$ 750.00	\$ 2,250.00
Air movers, Axial	Each	\$ 30.00	\$ 150.00	\$ 450.00
Air movers/Carpet blowers	Each	\$ 25.00	\$ 125.00	\$ 375.00
Air movers/Industrial fans	Each	\$ 45.00	\$ 225.00	\$ 675.00
Air Scrubber - 1000 cfm	Each	\$ 95.00	\$ 475.00	\$ 1,425.00
Air Scrubber - 2000 cfm	Each	\$ 120.00	\$ 600.00	\$ 1,800.00
Air Wolf with Hoses and Tee Valves	Each	\$ 80.00	\$ 400.00	\$ 1,200.00
Boroscope	Each	\$ 50.00	\$ 250.00	\$ 750.00
Camera, IR compact	Each	\$ 60.00	\$ 300.00	\$ 900.00
Camera, IR advanced	Each	\$ 120.00	\$ 600.00	\$ 1,800.00
Carpet Cleaning/Extraction Machine - manual and self-propelled - portable	Each	\$ 120.00	\$ 600.00	\$ 1,800.00
Carpet Cleaning/Extraction Machine - truck mount	Each	\$ 425.00	\$ 2,125.00	\$ 6,375.00
Construction trailer company owned	Each	\$ 98.00	\$ 490.00	\$ 1,470.00
Cryoblaster / Dry Ice Unit	Each	\$ 450.00	\$ 2,250.00	\$ 6,750.00
Cryoblaster hose 25'	Each	\$ 30.00	\$ 150.00	\$ 450.00
Cryoblaster in line drying unit	Each	\$ 70.00	\$ 350.00	\$ 1,050.00
Dehumidification, refrigerant < 150 pints	Each	\$ 95.00	\$ 475.00	\$ 1,425.00
Dehumidification, Refrigerant > 150 pints	Each	\$ 125.00	\$ 625.00	\$ 1,875.00
Electrical Distribution - (Spider box)	Each	\$ 65.00	\$ 325.00	\$ 975.00
Electrical Distribution - (100amp quad panel)	Each	\$ 90.00	\$ 450.00	\$ 1,350.00
50 foot cable 6/4 with connectors	50'	\$ 35.00	\$ 175.00	\$ 525.00
100 foot cable 6/4 with connectors	100'	\$ 45.00	\$ 225.00	\$ 675.00
Electronics Bake Oven/dry room	Each	\$ 300.00	\$ 1,500.00	\$ 4,500.00
Floor stripper including blades	Each	\$ 200.00	\$ 1,000.00	\$ 3,000.00
Foamer	Each	\$ 100.00	\$ 500.00	\$ 1,500.00

EQUIPMENT RATE SCHEDULE		Daily	Weekly	Monthly
Fogger Spray mist - Elephant nose	Each	\$ 25.00	\$ 125.00	\$ 375.00
Fogger, ULV / Thermal (electric)	Each	\$ 30.00	\$ 150.00	\$ 450.00
Fogger, Gas Power Thermal	Each	\$ 90.00	\$ 450.00	\$ 1,350.00
Fork truck company owned	Each	\$ 225.00	\$ 1,125.00	\$ 3,375.00
Fuel tank 100-150 Gallons	Each	\$ 40.00	\$ 200.00	\$ 600.00
Fuel tank 200-300 Gallons	Each	\$ 65.00	\$ 325.00	\$ 975.00
Fuel tank 500 Gallons	Each	\$ 155.00	\$ 775.00	\$ 2,325.00
Fuel tank 1000 Gallons	Each	\$ 260.00	\$ 1,300.00	\$ 3,900.00
Generator (portable) less than 10KW	Each	\$ 110.00	\$ 550.00	\$ 1,650.00
Generator 20KW	Each	\$ 200.00	\$ 1,000.00	\$ 3,000.00
Generator 36KW - 40KW	Each	\$ 310.00	\$ 1,550.00	\$ 4,650.00
Generator 56KW	Each	\$ 315.00	\$ 1,575.00	\$ 4,725.00
Generator 100KW-120KW	Each	\$ 445.00	\$ 2,225.00	\$ 6,675.00
Generator 150 KW - 175KW	Each	\$ 500.00	\$ 2,500.00	\$ 7,500.00
Generator 200KW	Each	\$ 500.00	\$ 2,500.00	\$ 7,500.00
Generator 250KW-300KW	Each	\$ 640.00	\$ 3,200.00	\$ 9,600.00
Generator 350KW	Each	\$ 880.00	\$ 4,400.00	\$ 13,200.00
Generator 500KW	Each	\$ 1,200.00	\$ 6,000.00	\$ 18,000.00
Generator 640KW-650KW	Each	\$ 1,500.00	\$ 7,500.00	\$ 22,500.00
Generator 750KW	Each	\$ 1,850.00	\$ 9,250.00	\$ 27,750.00
Generator 1000KW	Each	\$ 2,250.00	\$ 11,250.00	\$ 33,750.00
Generator 1500KW	Each	\$ 3,000.00	\$ 15,000.00	\$ 45,000.00
Generator 2000KW	Each	\$ 3,750.00	\$ 18,750.00	\$ 56,250.00
Injectidry Unit	Each	\$ 125.00	\$ 625.00	\$ 1,875.00
Heater - 15KW	Each	\$ 75.00	\$ 375.00	\$ 1,125.00
Heater - 20 KW	Each		\$ -	\$ -
Heater - 30 KW	Each	\$ 110.00	\$ 550.00	\$ 1,650.00
Heater - 40KW	Each	\$ 150.00	\$ 750.00	\$ 2,250.00
Heater - 50 KW	Each		\$ -	\$ -
Heater - 60KW	Each	\$ 180.00	\$ 900.00	\$ 2,700.00
Heater - 100 KW	Each		\$ -	\$ -
Heater - 150 KW	Each	\$ 550.00	\$ 2,750.00	\$ 8,250.00
Heater - 200 KW	Each	\$ 630.00	\$ 3,150.00	\$ 9,450.00
Heater - 400 KW	Each	\$ 830.00	\$ 4,150.00	\$ 12,450.00
Heater - 600 KW	Each	\$ 1,050.00	\$ 5,250.00	\$ 15,750.00
Heater - 1000 KW	Each	\$ 1,800.00	\$ 9,000.00	\$ 27,000.00
Hydroxyl titan 1000	Each	\$ 50.00	\$ 250.00	\$ 750.00
Hydroxyl titan 4000	Each	\$ 125.00	\$ 625.00	\$ 1,875.00
Hydroxyl Generator, Boss	Each	\$ 180.00	\$ 900.00	\$ 2,700.00

EQUIPMENT RATE SCHEDULE		Daily	Weekly	Monthly
Hydroxyl Generator, Boss XL3	Each	\$ 200.00	\$ 1,000.00	\$ 3,000.00
Ultraviolet Mobile Room Sanitizer - Large	Each	\$ 125.00	\$ 625.00	\$ 1,875.00
Vaportek Vaporshark Odor Machine	Each	\$ 65.00	\$ 325.00	\$ 975.00
Light, Temporary (Demo / Stand / String)	Each	\$ 23.00	\$ 115.00	\$ 345.00
Light, Temporary Wobble	Each	\$ 35.00	\$ 175.00	\$ 525.00
Manometer non recording	Each	\$ 20.00	\$ 100.00	\$ 300.00
Manometer Recording	Each	\$ 65.00	\$ 325.00	\$ 975.00
Moisture Meter, penetrating and non penetrating	Each	\$ 25.00	\$ 125.00	\$ 375.00
Ozone Generator Oasis Plus	Each	\$ 115.00	\$ 575.00	\$ 1,725.00
Ozone Generator TZ-1	Each	\$ 105.00	\$ 525.00	\$ 1,575.00
Ozone Generator TZ-2	Each	\$ 100.00	\$ 500.00	\$ 1,500.00
Ozone Generator Sonozaire 630A	Each	\$ 130.00	\$ 650.00	\$ 1,950.00
Ozone Generator Sonozaire 330A	Each	\$ 120.00	\$ 600.00	\$ 1,800.00
Pressure Washer	Each	\$ 80.00	\$ 400.00	\$ 1,200.00
Pressure Washer Hotsie	Each	\$ 189.00	\$ 945.00	\$ 2,835.00
Pump, Trash with Hose, 2" /Interceptor / Various Flood Pumpers	Each	\$ 75.00	\$ 375.00	\$ 1,125.00
Pump, Trash with Hose, 3" /Interceptor / Various Flood Pumpers	Each	\$ 100.00	\$ 500.00	\$ 1,500.00
Pump, Trash with Hose, 4" /Interceptor / Various Flood Pumpers	Each	\$ 110.00	\$ 550.00	\$ 1,650.00
Radio - 2 way	Each	\$ 15.00	\$ 75.00	\$ 225.00
Respirator, 1/2 face	Each	\$ 10.00	\$ 50.00	\$ 150.00
Respirator, Full face	Each	\$ 15.00	\$ 75.00	\$ 225.00
Scaffolding Baker	Each	\$ 15.00	\$ 75.00	\$ 225.00
Soda Blaster - Unit	Each	\$ 450.00	\$ 2,250.00	\$ 6,750.00
Soda Blaster - Hose	Each	\$ 30.00	\$ 150.00	\$ 450.00
Sprayer, Airless Industrial for painting	Each	\$ 110.00	\$ 550.00	\$ 1,650.00
Storage - Container box 20'	Each	\$ 70.00	\$ 350.00	\$ 1,050.00
Storage - Container box 40'	Each	\$ 100.00	\$ 500.00	\$ 1,500.00
Ultrasonic cleaner small less than 5 gallon	Each	\$ 65.00	\$ 325.00	\$ 975.00
Ultrasonic cleaner Large 5 - 7 gallon	Each	\$ 175.00	\$ 875.00	\$ 2,625.00
Vacuum, Back Pack Vac / Wet Dry	Each	\$ 35.00	\$ 175.00	\$ 525.00
Vacuum, Barrel	Each	\$ 50.00	\$ 250.00	\$ 750.00
Vacuum, Commercial	Each	\$ 50.00	\$ 250.00	\$ 750.00
Vacuum, Wet/Dry	Each	\$ 40.00	\$ 200.00	\$ 600.00
Vacuum, HEPA	Each	\$ 70.00	\$ 350.00	\$ 1,050.00
Vacuum EDP anti static	Each	\$ 77.00	\$ 385.00	\$ 1,155.00
Vacuum MVII	Each	\$ 75.00	\$ 375.00	\$ 1,125.00
Vaportek Vaporshark Odor Machine with 5 cartridges	Each	\$ 60.00	\$ 300.00	\$ 900.00

EQUIPMENT RATE SCHEDULE		Daily	Weekly	Monthly
Vehicle, SUV, Car, Van, UTV	Each	\$ 75.00	\$ 375.00	\$ 1,125.00
Vehicle, Truck 4x4 with lift gate / Fuel cell	Each	\$ 100.00	\$ 500.00	\$ 1,500.00
Vehicle, Trucks - Tandem Axle Tractor .18 mile	Each	\$ 250.00	\$ 1,250.00	\$ 3,750.00
Vehicle, 48'-53' Trailer plus .06 mile	Each	\$ 65.00	\$ 325.00	\$ 975.00
Vehicle, refrigerated trailer 48'-53' plus .06 mile 1.25 per reefer hour	Each	\$ 100.00	\$ 500.00	\$ 1,500.00
Vehicle, Straight truck plus .24 mile	Each	\$ 150.00	\$ 750.00	\$ 2,250.00
Vehicle, Command Center	Each	\$ 300.00	\$ 1,500.00	\$ 4,500.00

HVAC RATE SCHEDULE		Daily	Weekly	Monthly
Air compressor with hose and attachments, gas/electric	Each	\$ 36.00	\$ 180.00	\$ 540.00
Blatter / Zone bag	Each	\$ 25.00	\$ 125.00	\$ 375.00
Cutting kit pneumatic / Nibbler / air hammer with claw ripper	Each	\$ 25.00	\$ 125.00	\$ 375.00
Duct patches approx. 14" x 14"	Each	\$ 12.00	\$ 60.00	\$ 180.00
High Volume Tornado System / Neg Air machine	Each	\$ 95.00	\$ 475.00	\$ 1,425.00
Duct Robot	Each	\$ 142.50	\$ 712.50	\$ 2,137.50
Duct Insulation coating - Fiber lock IAQ 8000/8500	5 Gallon	\$ 300.00	\$ 1,500.00	\$ 4,500.00
Duct Sealer Fosters 40-20	5 Gallon	\$ 399.00	\$ 1,995.00	\$ 5,985.00
Power and Manual Hand Tools	Each	\$ 25.00	\$ 125.00	\$ 375.00
Rotary Brush / Auger / Sweeper / Whips / Viper Duct Cleaning System	Each	\$ 45.00	\$ 225.00	\$ 675.00
HVAC - Air tool Kit	Each	\$ 25.00	\$ 125.00	\$ 375.00
HVAC - Cutting Spray Kit	Each	\$ 25.00	\$ 125.00	\$ 375.00
HVAC - Duct Auger	Each	\$ 90.00	\$ 450.00	\$ 1,350.00
HVAC - Duct Sweeper	Each	\$ 80.00	\$ 400.00	\$ 1,200.00

Equipment

- Rates for Equipment are applicable for all equipment regardless of the ownership.
- Any Vendor-or Service Provider -owned Truck / Trailer etc. not listed on rate schedule will be invoiced at the local Ryder truck rental rates to include daily, Weekly and Monthly rates plus mileage, reefer hours etc. as applicable.
- All rental equipment will be invoiced at cost plus 21%.
- Any rented equipment with mark ups should not exceed published AIG rates plus 21%.
- If equipment is purchased for use on a job the equipment will be invoiced at rate schedule rates. No charges for equipment or shipping will be allowed.
- Any equipment added to the rate schedule will be at cost divided by 12 and that amount used as daily rates.

Weekly rates will be X 5 of Daily and Monthly X 3 of Weekly.

- Vendor is responsible for any equipment repairs, damage or loss that occurs on the job site.
- Any other company owned equipment not presently on the rate schedule should have name of equipment and invoice amount submitted (with support) to AIG for approval and addition to the approved rate schedule.

EXHIBIT B
SCHEDULE OF FEES

DIESEL DESICCANT DRYING RATE SCHEDULE

Rates are applicable to all work performed on or after the effective date of Agreement and apply to all assignments including CAT losses. Vendor does not agree to a 2% Early Payment Discount if their invoice is paid within 20 days of receipt.

DIESEL DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
4500-6000 CFM				
4500-6000		\$ 1,495.00	\$ 7,475.00	\$ 22,425.00
Generator size 45KW Diesel		\$ 310.00	\$ 1,550.00	\$ 4,650.00
Generator daily fuel consumption		\$ 252.00	\$ 1,764.00	\$ 7,056.00
Diesel Fuel Desiccant		\$ 210.00	\$ 1,470.00	\$ 5,880.00

NON- CATASTROPHE - Daily, Weekly (5 Days) and Monthly (3 Weeks)

DIESEL DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
4500-6000 CFM				
4500-6000 Cat		\$ 1,495.00	\$ 8,970.00	\$ 35,880.00
Generator size 45KW Diesel		\$ 310.00	\$ 1,860.00	\$ 7,440.00
Generator daily fuel consumption		\$ 252.00	\$ 1,764.00	\$ 7,056.00
Diesel Fuel Desiccant		\$ 210.00	\$ 1,470.00	\$ 5,880.00
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 60.00	\$ 240.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 240.00	\$ 960.00

CATASTROPHE - Daily, Weekly (6 Days) and Monthly (4 Weeks)

DIESEL DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
8500-9000 CFM				
8500- 9000 non Cat		\$ 2,295.00	\$ 11,475.00	\$ 34,425.00
Generator size 45KW Diesel		\$ 310.00	\$ 1,550.00	\$ 4,650.00
Generator daily fuel consumption		\$ 336.00	\$ 2,352.00	\$ 9,408.00
Diesel Fuel Desiccant		\$ 300.00	\$ 2,100.00	\$ 8,400.00
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 50.00	\$ 150.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 200.00	\$ 600.00

NON- CATASTROPHE - Daily, Weekly (5 Days) and Monthly (3 Weeks)

DIESEL DESICCANT DRYING RATE SCHEDULE

DIESEL DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
8500-9000 CFM				
8500 - 9000 Cat		\$ 2,295.00	\$ 13,770.00	\$ 55,080.00
Generator size 45KW Diesel		\$ 310.00	\$ 1,860.00	\$ 7,440.00
Generator daily fuel consumption		\$ 336.00	\$ 2,352.00	\$ 9,408.00
Diesel Fuel Desiccant		\$ 300.00	\$ 2,100.00	\$ 8,400.00
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 60.00	\$ 240.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 240.00	\$ 960.00
CATASTROPHE - Daily, Weekly (6 Days) and Monthly (4 Weeks)				

DIESEL DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
10,000 CFM				
10,000 non Cat		\$ 2,580.00	\$ 12,900.00	\$ 38,700.00
Generator size 56KW Diesel		\$ 315.00	\$ 1,575.00	\$ 4,725.00
Generator daily fuel consumption		\$ 300.00	\$ 2,100.00	\$ 8,400.00
Diesel Fuel Desiccant		\$ 450.00	\$ 3,150.00	\$ 12,600.00
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 50.00	\$ 150.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 200.00	\$ 600.00
NON - CATASTROPHE - Daily, Weekly (5 Days) and Monthly (3 Weeks)				

DIESEL DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
10,000 CFM				
10,000		\$ 2,580.00	\$ 15,480.00	\$ 61,920.00
Generator size 56KW Diesel		\$ 315.00	\$ 1,890.00	\$ 7,560.00
Generator daily fuel consumption		\$ 300.00	\$ 2,100.00	\$ 8,400.00
Diesel Fuel Desiccant		\$ 450.00	\$ 3,150.00	\$ 12,600.00
Rigid / flex duct per 25'	\$10.00	\$ 10.00	\$ 60.00	\$ 240.00
Cabling 50'	\$40.00	\$ 40.00	\$ 240.00	\$ 960.00
CATASTROPHE - Daily, Weekly (6 Days) and Monthly (4 Weeks)				

DIESEL DESICCANT DRYING RATE SCHEDULE

DIESEL DESICCANT DRYING RATE SCHEDULE	Diesel Fuel	Daily	Weekly	Monthly
15,000 CFM				
15,000		\$ 3,795.00	\$ 18,975.00	\$ 56,925.00
Generator size 56KW Diesel		\$ 315.00	\$ 1,575.00	\$ 4,725.00
Generator daily fuel consumption		\$ 372.00	\$ 2,604.00	\$ 10,416.00
Diesel Fuel Desiccant		\$ 600.00	\$ 4,200.00	\$ 16,800.00
Rigid / flex duct per 25'	\$10.00	\$ 10.00	\$ 50.00	\$ 150.00
Cabling 50'	\$40.00	\$ 40.00	\$ 200.00	\$ 600.00
NON - CATASTROPHE - Daily, Weekly (5 Days) and Monthly (3 Weeks)				

DIESEL DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
15,000 CFM				
15,000		\$ 3,795.00	\$ 22,770.00	\$ 91,080.00
Generator size 56KW Diesel		\$ 315.00	\$ 1,890.00	\$ 7,560.00
Generator daily fuel consumption		\$ 372.00	\$ 2,604.00	\$ 10,416.00
Diesel Fuel Desiccant		\$ 600.00	\$ 4,200.00	\$ 16,800.00
Rigid / flex duct per 25'	\$10.00	\$ 10.00	\$ 60.00	\$ 240.00
Cabling 50'	\$40.00	\$ 40.00	\$ 240.00	\$ 960.00
CATASTROPHE - Daily, Weekly (6 Days) and Monthly (4 Weeks)				

DIESEL DESICCANT DRYING RATE SCHEDULE	Diesel Fuel	Daily	Weekly	Monthly
25,000 CFM				
25,000		\$ 5,995.00	\$ 29,975.00	\$ 89,925.00
Generator size 100KW Diesel		\$ 445.00	\$ 2,225.00	\$ 6,675.00
Generator daily fuel consumption		\$ 408.00	\$ 2,856.00	\$ 11,424.00
Diesel Fuel Desiccant		\$ 840.00	\$ 5,880.00	\$ 23,520.00
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 50.00	\$ 150.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 200.00	\$ 600.00
NON - CATASTROPHE - Daily, Weekly (5 Days) and Monthly (3 Weeks)				

DIESEL DESICCANT DRYING RATE SCHEDULE

DIESEL DESICCANT DRYING RATE SCHEDULE	Diesel Fuel	Daily	Weekly	Monthly
25,000 CFM				
25,000		\$ 5,995.00	\$ 35,970.00	\$ 143,880.00
Generator size 100 - 120KW		\$ 445.00	\$ 2,670.00	\$ 10,680.00
Propane/Diesel				
Generator daily fuel consumption		\$ 408.00	\$ 2,856.00	\$ 11,424.00
Diesel Fuel Desiccant		\$ 840.00	\$ 5,880.00	\$ 23,520.00
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 60.00	\$ 240.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 240.00	\$ 960.00
CATASTROPHE - Daily, Weekly (6 Days) and Monthly (4 Weeks)				

Add On Costs		
Service for generators including all filters and oil change time frame	240 hrs of Operation	\$ 400.00
Service for Desiccant including all filters and time frame - as needed	Upon Job completion	\$ 200.00
Generator grounding rods and copper cabling - as needed	Set	\$ 40.00
Lay Flat 18"- 20"	Linear foot	\$ 0.85

The listed rates are for Diesel Desiccant Dehumidifiers "FULLY LOADED" NTE daily cost. If additional rigid duct or cabling is needed, vendor will notify AIG.

Vendor will submit fueling company name and per gallon cost and delivery charges to AIG at beginning of the job.

Vendor may elect to perform Desiccant drying as long as they provide notice and charge the "fully loaded" rates set forth herein. Where Company has a desiccant contractor under contract with readily available diesel units in the loss location, Vendor and its Service Providers will match the diesel rates with whatever equipment they own and use. In the event no such Company contractor is readily available in the loss location, Company agrees that Vendor and its Service Providers may utilize and charge the applicable rates for actual equipment owned.

Desiccant Drying Vendor, if not the primary, will work directly for Insured with no mark up by primary Vendor.

EXHIBIT B
SCHEDULE OF FEES

FULLY LOADED PROPANE DESICCANT DRYING RATE SCHEDULE

Rates are applicable to all work performed on or after the effective date of Agreement and apply to all assignments including CAT losses. Vendor does not agree to a 2% Early Payment Discount if their invoice is paid within 20 days of receipt.

DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
4500-6000 CFM				
4500-6000 non Cat		\$ 1,250.00	\$ 6,250.00	\$ 18,750.00
Generator size 45KW Propane/Diesel		\$ 310.00	\$ 1,550.00	\$ 4,650.00
Generator daily fuel consumption in gallons		\$ 252.00	\$ 1,764.00	\$ 7,056.00
Propane consumption in Lbs.		\$ 297.60	\$ 2,083.20	\$ 8,332.80
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 50.00	\$ 150.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 200.00	\$ 600.00
NON - CATASTROPHE - Daily, Weekly (5 Days) and Monthly (3 Weeks)				

DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
4500-6000 CFM				
4500-6000		\$ 1,250.00	\$ 7,500.00	\$ 30,000.00
Generator size 45KW Propane/Diesel		\$ 310.00	\$ 1,860.00	\$ 7,440.00
Generator daily fuel consumption in gallons		\$ 252.00	\$ 1,764.00	\$ 7,056.00
Propane consumption in Lbs.		\$ 297.60	\$ 2,083.20	\$ 8,332.80
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 60.00	\$ 240.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 240.00	\$ 960.00
CATASTROPHE - Daily, Weekly (6 Days) and Monthly (4 Weeks)				

FULLY LOADED PROPANE DESICCANT DRYING RATE SCHEDULE

Add On Costs		
Service for generators including all filters and oil change time frame	240 hrs of Operation	\$ 400.00
Service for Desiccant including all filters and time frame - as needed	Upon Job completion	\$ 200.00
Generator grounding rods and copper cabling - as needed	Set	\$ 40.00
Lay Flat 18"- 20"	Linear foot	\$ 0.85

- The listed rates are for Propane Desiccant Dehumidifiers "FULLY LOADED" NTE daily cost. If additional rigid duct or cabling is needed vendor will notify AIG.
- Vendor will submit fueling company name and per gallon/Lb cost and delivery charges to AIG at beginning of the job. Vendor may elect to perform Desiccant drying as long as they provide notice and charge the "fully loaded" rates set forth herein. Where Company has a desiccant contractor under contract with readily available diesel units in the loss location, Vendor and its Service Providers will match the diesel rates with whatever equipment they own and use. In the event no such Company contractor is readily available in the loss location, Company agrees that Vendor and its Service Providers may utilize and charge the applicable rates for actual equipment owned.
- Desiccant Drying Vendor, if not the primary, will work directly for Insured with no mark up by primary Vendor.

EXHIBIT B
SCHEDULE OF FEES

FULLY LOADED ELECTRIC DESICCANT DRYING RATE SCHEDULE

DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
4500-6000 CFM				
4500-6000		\$ 1,325.00	\$ 6,625.00	\$ 19,875.00
Generator 150KW Electric		\$ 500.00	\$ 2,500.00	\$ 7,500.00
Generator daily fuel consumption		\$ 1,080.00	\$ 7,560.00	\$ 30,240.00
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 50.00	\$ 150.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 200.00	\$ 600.00
NON - CATASTROPHE - Daily, Weekly (5 Days) and Monthly (3 Weeks)				

DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
4500-6000 CFM				
4500-6000		\$ 1,325.00	\$ 7,950.00	\$ 31,800.00
Generator 150KW Electric		\$ 500.00	\$ 3,000.00	\$ 12,000.00
Generator daily fuel consumption		\$ 1,080.00	\$ 7,560.00	\$ 30,240.00
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 60.00	\$ 240.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 240.00	\$ 960.00
CATASTROPHE - Daily, Weekly (6 Days) and Monthly (4 Weeks)				

DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
8500 - 9000 CFM				
8500- 9000		\$ 2,100.00	\$ 10,500.00	\$ 31,500.00
Generator 300KW Electric		\$ 640.00	\$ 3,200.00	\$ 9,600.00
Generator daily fuel consumption		\$ 1,680.00	\$ 11,760.00	\$ 47,040.00
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 50.00	\$ 150.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 200.00	\$ 600.00
NON - CATASTROPHE - Daily, Weekly (5 Days) and Monthly (3 Weeks)				

FULLY LOADED ELECTRIC DESICCANT DRYING RATE SCHEDULE

DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
8500 - 9000 CFM				
8500 - 9000		\$ 2,100.00	\$ 12,600.00	\$ 50,400.00
Generator 300KW Electric		\$ 640.00	\$ 3,840.00	\$ 15,360.00
Generator daily fuel consumption		\$ 1,680.00	\$ 11,760.00	\$ 47,040.00
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 60.00	\$ 240.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 240.00	\$ 960.00
CATASTROPHE - Daily, Weekly (6 Days) and Monthly (4 Weeks)				

DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
10,000 CFM				
10,000		\$ 2,100.00	\$ 10,500.00	\$ 31,500.00
Generator 300KW Electric		\$ 640.00	\$ 3,200.00	\$ 9,600.00
Generator daily fuel consumption		\$ 1,920.00	\$ 13,440.00	\$ 53,760.00
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 50.00	\$ 150.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 200.00	\$ 600.00
NON - CATASTROPHE - Daily, Weekly (5 Days) and Monthly (3 Weeks)				

DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
10,000 CFM				
10,000		\$ 2,100.00	\$ 12,600.00	\$ 50,400.00
Generator 300KW Electric		\$ 640.00	\$ 3,840.00	\$ 15,360.00
Generator daily fuel consumption		\$ 1,920.00	\$ 13,440.00	\$ 53,760.00
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 60.00	\$ 240.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 240.00	\$ 960.00
CATASTROPHE - Daily, Weekly (6 Days) and Monthly (4 Weeks)				

FULLY LOADED ELECTRIC DESICCANT DRYING RATE SCHEDULE

DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
15,000 CFM				
15,000 non Cat		\$ 3,400.00	\$ 17,000.00	\$ 51,000.00
Generator size 400KW		\$ 880.00	\$ 4,400.00	\$ 13,200.00
Generator daily fuel consumption		\$ 2,880.00	\$ 20,160.00	\$ 80,640.00
Rigid / flex duct per 25'	\$ 10.00	\$ 10.00	\$ 50.00	\$ 150.00
Cabling 50'	\$ 40.00	\$ 40.00	\$ 200.00	\$ 600.00
NON - CATASTROPHE - Daily, Weekly (5 Days) and Monthly (3 Weeks)				

DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
15,000 CFM				
15,000 Cat		\$3,400.00	\$ 20,400.00	\$ 81,600.00
Generator size 400KW		\$880.00	\$ 5,280.00	\$ 21,120.00
Generator daily fuel consumption		\$2,880.00	\$ 20,160.00	\$ 80,640.00
Rigid / flex duct per 25'	\$10.00	\$10.00	\$ 60.00	\$ 240.00
Cabling	\$40.00	\$40.00	\$ 240.00	\$ 960.00
CATASTROPHE - Daily, Weekly (6 Days) and Monthly (4 Weeks)				

DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
25,000 CFM				
25,000 non Cat		\$5,500.00	\$ 27,500.00	\$ 82,500.00
Generator 600KW Electric		\$1,500.00	\$ 7,500.00	\$ 22,500.00
Generator daily fuel consumption		\$3,960.00	\$ 27,720.00	\$ 110,880.00
Rigid / flex duct per 25'	\$10.00	\$10.00	\$ 50.00	\$ 150.00
Cabling	\$40.00	\$40.00	\$ 200.00	\$ 600.00
NON - CATASTROPHE - Daily, Weekly (5 Days) and Monthly (3 Weeks)				

FULLY LOADED ELECTRIC DESICCANT DRYING RATE SCHEDULE

DESICCANT DRYING RATE SCHEDULE	Diesel Fuel Delivered	Daily	Weekly	Monthly
25,000 CFM				
25,000 Cat		\$5,500.00	\$ 33,000.00	\$ 132,000.00
Generator 600KW Electric		\$1,500.00	\$ 9,000.00	\$ 36,000.00
Generator daily fuel consumption		\$3,960.00	\$ 27,720.00	\$ 110,880.00
Rigid / flex duct per 25'	\$10.00	\$10.00	\$ 60.00	\$ 240.00
Cabling	\$40.00	\$40.00	\$ 240.00	\$ 960.00
CATASTROPHE - Daily, Weekly (6 Days) and Monthly (4 Weeks)				

Add On Costs		
Service for generators including all filters and oil change time frame	240 hrs of Operation	\$ 400.00
Service for Desiccant including all filters and time frame - as needed	Upon Job completion	\$ 200.00
Generator grounding rods and copper cabling - as needed	Set	\$ 40.00
Lay Flat 18"- 20"	Linear foot	\$ 0.85

- The listed rates are for Electric Desiccant Dehumidifiers "FULLY LOADED" NTE daily cost. If additional rigid duct or cabling is needed vendor will notify AIG.
- Vendor will submit fueling company name and per gallon cost and delivery charges to AIG at beginning of the job. Vendor may elect to perform Desiccant drying as long as they provide notice and charge the "fully loaded" rates set forth herein. Where Company has a desiccant contractor under contract with readily available diesel units in the loss location, Vendor and its Service Providers will match the diesel rates with whatever equipment they own and use. In the event no such Company contractor is readily available in the loss location, Company agrees that Vendor and its Service Providers may utilize and charge the applicable rates for actual equipment owned.
- Desiccant Drying Vendor, if not the primary, will work directly for Insured with no mark up by primary Vendor.

EXHIBIT B
SCHEDULE OF FEES

MATERIAL RATE SCHEDULE

Adhesive, Spray	Can	\$ 5.00
Adhesive tacky mats	Size	\$ 44.00
Adhesive remover	Can	\$ 12.00
Adhesive remover Gallon	Size	\$ 30.00
Anti Microbial Sealer	Gallon	\$ 82.00
Anti Microbial Sealer	5 Gallon	\$ 369.00
Bags, 3 Mil Remediation 33 x 48 32 count	Roll	\$ 40.00
Bags, 3.8 Mil Remediation 33 x 50 100 count	Roll	\$ 105.00
Bags, 4 Mil Remediation 30 x 40 100 count	Roll	\$ 105.00
Bags, 5 Mil Remediation 32 x 46 100 count	Roll	\$ 95.00
Bags, 5 Mil Remediation 33 x 50 75 count	Roll	\$ 93.00
Bags, 6 Mil Remediation 33 x 50 75 count	Roll	\$ 95.00
Bags, 6 Mil Remediation 30 x 36 75 bags	Roll	\$ 110.00
Bags, 6 Mil Remediation 30 x 40 100 bags	Roll	\$ 110.00
Bags, 6 Mil Remediation 33 x 50 75 bags	Roll	\$ 110.00
Biocide / disinfectant / Anti Microbial i.e. Microban	Gallon	\$ 49.00
Biocide / disinfectant / Microban 5Gallon	5 Gallon	\$ 225.00
Biocide / disinfectant / Microban 55 Gallon	55 gallon	\$ 2,550.00
Bleach	gallon	\$ 5.50
Boxes - 1.2 Cubic Feet	Each	\$ 2.85
Boxes - 1.5 Cubic Feet	Each	\$ 3.40
Boxes - 2.0 Cubic Feet	Each	\$ 3.60
Boxes - 3.0 Cubic Feet	Each	\$ 4.25
Boxes - 4.5 Cubic Feet	Each	\$ 4.50
Boxes - 5.2 Cubic Feet	Each	\$ 5.00
Boxes - 6.0 Cubic Feet	Each	\$ 6.00
Boxes, Bankers	Each	\$ 7.00
Boxes, X Ray	Each	\$ 6.00
Brillo Pads (per box)	Each	\$ 7.00
Bubble Wrap 12" x 250'	Roll	\$ 65.00
Carpet Pre-treat /Rust stain remover/Spotter	Gallon	\$ 38.00

MATERIAL RATE SCHEDULE

Carpet Protector 24" x 200'	Roll	\$	105.00
Carpet/Upholstery, Cleaner shampoo	Gallon	\$	28.00
Carpet Deodorizer	Gallon	\$	28.00
Coil Cleaner	Gallon	\$	34.00
Corrugated Paper 24" x 250'	Roll	\$	56.00
Defoamer / Desudser	gallon	\$	45.00
Degreaser	Gallon	\$	50.00
Degreaser	5 Gallon	\$	225.00
Deodorizer	1 Gallon	\$	62.00
Deodorizerser	5 Gallon	\$	279.00
Deodorant Gel Blocks / Deodorant blocks	per lb.	\$	10.00
Deodorant - Bad Air Sponge	Each	\$	20.00
Dust Mask	Box of 20	\$	24.00
Dust Mask	Box of 50	\$	30.00
Emulsifier powder	Box	\$	6.00
Emulsifier liquid	Gallon	\$	22.50
Encapsulant	Gallon	\$	74.00
Encapsulant	5 Gallon	\$	333.00
Filters - Secondary for 2000 air scrubber	Each	\$	6.60
Filters - Primary/First Stage for 2000 air scrubber	Each	\$	3.10
Filters - Secondary for 2000 air scrubber	Each	\$	7.00
Filters - Primary/First Stage for 1000 air scrubber	Each	\$	2.75
Filters - Secondary for 2000 air scrubber	Each	\$	6.50
Filter - HEPA for force 2000 or like air scrubber	Each	\$	225.00
Filter - HEPA for force 1000 or like air scrubber	Each	\$	190.00
Filter Charcoal/Carbon - 2000 Air scrubber	Each	\$	35.00
Filter Charcoal/Carbon - 1000 Air scrubber	Each	\$	30.00
Filter - portable dehumidifier	Each	\$	10.00
Furniture Polish	Can	\$	8.75
Glass Cleaner	Gallon	\$	17.50
Gloves - Latex Rub.	Pair	\$	2.50
Gloves - Leather/Work	Pair	\$	4.00
Gloves - Nitrile In box of 100 only	Box of 100	\$	15.00
HEPA Vac Bags	Each	\$	4.00
Lube - Machinery l	Gallon	\$	55.00

MATERIAL RATE SCHEDULE

Lube - Machinery 2	Gallon	\$	50.00
Lube - Contact Cleaner	Gallon	\$	60.00
Craft Paper - 40lb 1275' long x 30" wide	Roll	\$	50.00
Plastic sheeting - 1.5 mil (20 X200)	Roll	\$	70.00
Plastic sheeting - 4mil (10x100)	Roll	\$	42.00
Plastic sheeting - 4mil (20x100)	Roll	\$	85.00
Plastic sheeting - 6mil (10x100)	Roll	\$	55.00
Plastic sheeting - 6mil (20x100)	Roll	\$	97.00
Plastic sheeting - 6mil anti static /fire proof (20x100)	Roll	\$	180.00
Rags - Cotton diaper	per lb.	\$	5.50
Rags - Microfiber Yellow, Green and Blues	Each	\$	4.00
Rags - Terry Towels (Need case size defined)	per lb.	\$	5.00
Rags - Towel Surgical Blue	per lb.	\$	6.97
Rags - Shop Blue	per lb.	\$	2.34
Respirator Cartridges P100	Pair	\$	9.00
Respirator Cartridges 3m	Pair	\$	9.00
Shrink Wrap 18"x1500'	Roll	\$	42.00
Scotch Bright (define box count)	Box	\$	20.00
Small Sponges - .75" x 3" x 6"	Each	\$	2.00
Medium Sponges - 1.5" x 3" x 6"	Each	\$	4.00
Large Sponges - 1.75" x 2.75" x 8"	Each	\$	5.75
Stainless Steel polish	can	\$	11.00
Tape - Aluminum HVAC/Desiccant	Roll	\$	18.00
Tape - Blue Painters 2"	Roll	\$	7.00
Tape - Blue Painters 3"	Roll	\$	8.00
Tape - Box Clear / Brown	Roll	\$	5.00
Tape - Caution 1000-ft	Roll	\$	17.00
Tape - Duct - 2" 60 yds.	Roll	\$	9.00
Tape - Duct - 3" 60 yds.	Roll	\$	10.00
Tape - Environmental teal 2" 60 yds.	Roll	\$	10.00
Tape - Environmental teal 3" 60yds	Roll	\$	14.00
Tape - Gorilla	Roll	\$	16.00

MATERIAL RATE SCHEDULE

Thermal Fog	Gallon	\$ 98.00
Tyvek	Each	\$ 10.00
Vaporshark Membranes pack of 5	Pack of 5	\$ 275.00
Vaportek Stand Alone Cartridge	Each	\$ 109.00
Zip - Wall poles 10' 2 pack	Per Pack	\$ 105.00
Zip - Zippers 7' 2 pack	Per Pack	\$ 29.00
Zipwall 20' with all poles, skid plates etc	Each	\$ 395.00
Zipwall Kit 12' with all poles, skid plates etc	Each	\$ 240.00
Approved BELFOR Proprietary Chemicals		
BELFOR AC-14	Gallon	\$ 72.00
BELFOR AC-12	Gallon	\$ 31.00
BELFOR CD-04	Gallon	\$ 66.00
BELFOR EC 12	Gallon	\$ 27.00
BELFOR GC	Gallon	\$ 25.00
BELFOR HD-01	Gallon	\$ 35.00
BELFOR OC 24	Gallon	\$ 42.00
BELFOR OC 62	Gallon	\$ 29.00
BELFOR Polish Milk	ounce	\$ 4.50
BELFOR LP-40	Gallon	\$ 66.00

EXHIBIT B
SCHEDULE OF FEES

FREEZE DRYING RATE SCHEDULE

Vacuum Freeze dry Below TORR Point		<100CF	101CF - 500CF	>500 Cf
Vacuum Freeze Drying of Documents	Cubic Feet	\$ 50.00	\$ 45.00	\$ 40.00
Vacuum Freeze Drying of Books and Ledgers	Cubic Feet	\$ 50.00	\$ 45.00	\$ 40.00
Vacuum Freeze Drying of Blue prints, define how charged	Cubic Feet	\$ 50.00	\$ 45.00	\$ 40.00
Vacuum Freeze Drying of Architectural Drawings, define how charged	Cubic Feet	\$ 50.00	\$ 45.00	\$ 40.00
Vacuum Freeze Drying of Maps, define how charged	Cubic Feet	\$ 50.00	\$ 45.00	\$ 40.00
Vacuum Freeze Drying of Manuscripts, define how charged	Cubic Feet	\$ 50.00	\$ 45.00	\$ 40.00
Vacuum Freeze Drying Large Plat and Ledgers, define how charged	Cubic Feet	\$ 50.00	\$ 45.00	\$ 40.00

Additional Services			
Copy services	Each	\$	0.34
Deodorizing Ozone, Hydroxyl etc	Cubic Feet	\$	6.25
Microbial disinfecting / Sanitizing using EPA approved disinfectant.	Cubic Feet	\$	7.50
Ultrasonic Separation	Cubic Feet	\$	7.90
Gamma Irradiation Minimum \$1500 charge	Cubic Feet	\$	16.50

EXHIBIT B
SCHEDULE OF FEES

MAGNETIC MEDIA RATE SCHEDULE

Magnetic Media			
Recovery / Reprocessing		Cost	Retail
Micro Film 16MM-100'	Per Piece	\$15.00	\$30.00
Micro Film 16MM-215'	Per Piece	\$25.00	\$50.00
Micro Film 35MM	Per Piece	\$20.00	\$40.00
AB Dick Microfiche	Per Piece	\$0.25	\$0.50
Aperture Cards	Per Piece	\$0.50	\$1.00
Aperture Cards-Punched	Per Piece	\$1.50	\$3.00
COM Microfiche	Per Piece	\$0.25	\$0.50
Diazo Microfiche	Per Piece	\$0.25	\$0.50
Jacketed Microfiche	Per Piece	\$0.25	\$0.50
Microfiche	Per Piece	\$0.25	\$0.50
Microfilm Cartridges	Per Piece	\$3.00	\$6.00
Vesicular Microfilm-100'	Per Piece	\$15.00	\$30.00
Vesicular Microfilm-215'	Per Piece	\$25.00	\$50.00
Motion Picture 8MM	Per Ft	\$0.15	\$0.30
New 8mm Reel and Case	Per Piece	\$25.00	\$50.00
Motion Picture 35MM	Per Ft	\$0.15	\$0.30
New 35mm Reel and Case	Per Piece	\$25.00	\$50.00
Reel to Reel Audio Tapes	Per Ft	\$0.15	\$0.30
New Reel and Case	Per Piece	\$25.00	\$50.00
Cassette Audio Tapes	Per Cass	\$15.00	\$30.00
Video Tapes VHS	Per Tape	\$20.00	\$40.00
Video Tapes 8MM	Per Tape	\$20.00	\$40.00
Magnetic Media Backup Tapes - LTO	Per Tape	\$150.00	\$300.00
Magnetic Media - Floppy	Per Tape	\$0.50	\$1.00
Magnetic Media -3 1/2 Discs	Per Tape	\$0.50	\$1.00
X-Rays	Per Piece	\$1.00	\$2.00
Maps	Per Piece	\$2.50	\$5.00
Architectural Drawings	Per Piece	\$2.50	\$5.00

EXHIBIT B
SCHEDULE OF FEES

MAGNETIC MEDIA RATE SCHEDULE

Category: Scanning	Units	Cost	Retail
Scanning - Digitize			
This includes prep and two index fields			
Accounting Records	Per Page	\$0.12	\$0.24
Bank Statements	Per Page	\$0.12	\$0.24
Payroll Records	Per Page	\$0.12	\$0.24
Personnel Files	Per Page	\$0.12	\$0.24
Medical Records			
Lab Reports	Per Page	\$0.12	\$0.24
Patient Accounting Records	per page	\$0.12	\$0.24
Patient Records	per page	\$0.12	\$0.24
Vital Records	per page	\$0.12	\$0.24
X-Rays	per Sq. Ft	\$1.50	\$3.00
Legal Records			
Administrative Records	per page	\$0.12	\$0.24
Client Records	per page	\$0.12	\$0.24
Court Case Records	per page	\$0.12	\$0.24
Real Estate Records			
Closing Records	per page	\$0.12	\$0.24
Mortgage Loan Files	per page	\$0.12	\$0.24
Title Report Records	per page	\$0.12	\$0.24
Media Records			
16MM	Per image	\$0.05	\$0.10
35MM	Per image	\$0.05	\$0.10
AB Dick Microfiche	Per image	\$0.05	\$0.10
Aperture Cards	Per Piece	\$0.25	\$0.50
COM Microfiche	Per image	\$0.05	\$0.10
Diazo Microfiche	Per image	\$0.05	\$0.10
Jacketed Microfiche	Per image	\$0.05	\$0.10
Microfiche	Per image	\$0.05	\$0.10
Microfilm Cartridges	Per Cart	\$3.00	\$6.00
Vesicular Microfilm-100'	Per Piece	\$15.00	\$30.00
Vesicular Microfilm-215'	Per Piece	\$25.00	\$50.00
Copying services	Per Piece	\$0.25	\$0.50

Transportation cost plus 15% will be paid on all transportation. Normal cleaning of product is included in the price.

Other Related Expenses

Vendor hourly and flat rate fees will be inclusive of all administrative fees and overhead expenses, which include but are not necessarily limited to the following;

- ✓ Overhead expenses such as file storage costs for open and closed files, conflict checks, preparation or collection of bills or invoices, technology costs including software and licenses
- ✓ Routine Administrative/ Secretarial/ Clerical time/ File set-up
- ✓ Time spent on quality control, review of files due to internal staff turnover and general project management
- ✓ Vendor's inter-office administrative communications, such as internal assignment instructions, or internal status or file documentation notes
- ✓ If routine internal meetings are held on T&E assignments, then it is appropriate to bill only for the time of the senior person attending (not for the time of all participants), unless the meeting was requested by AIG
- ✓ Overtime charges, unless approved by AIG prior to hours being worked
- ✓ Use of equipment owned by the Vendor, unless specifically listed in the Schedule of Fees
- ✓ Telephone and fax charges, inclusive of cell phones
- ✓ Standard Postage
- ✓ Mileage (expenses not allowed within a 50 mile radius [based on service consultant office base to AIG client location]). Excess mileage billed at IRS rate.
- ✓ Chargeable time excludes uncontrollable travel time (i.e. weather, airport delays, etc.)
- ✓ All digital photos
- ✓ Routine copies
- ✓ Long distance telephone charges

For Consulting Services, the following items are to be billed "at cost" with NO markup. Associated receipt documentation must be attached to invoice (attached solely for items in excess of fifty (\$50) dollars).

- ✚ Overnight mail charges
- ✚ Expenses such as; Tolls, Parking, Shipping, Meals, Hotels, Airfare, etc. are billed at cost (if not included in Basis charge).
- ✚ Trial and deposition testimony is billed at the AIG hourly rate with no special mark-up.

The rates listed in Exhibit B represent the agreed rate to be charged for each specified level of service.

Each Vendor invoice must be submitted with the following information;

- ✓ Vendor Company Name, Address, Telephone, Contact Name, Invoice Number, Invoice Date, Date of Assignment/Survey, Date of Completion
- ✓ Breakout of all travel related expenses (i.e. transportation, meals, hotels, car rental, airfare) and any special approved expenses per Service Engagement
- ✓ Type of Assignment (Property, auto appraisal, casualty, D&O, etc.)
- ✓ Indicate if Invoice is final, interim, supplemental
- ✓ Location of Loss/Investigation/Inspection
- ✓ Total number of miles driven greater than 50 miles (Hourly Rate fees only)
- ✓ Explanation/Detail of other expenses or charges (receipts required)
- ✓ Sufficient line detail explaining hourly work performed and by whom
- ✓ If applicable, Vendor employee level/title, hourly rate, number of hours, if hourly billing
- ✓ Flat rate and service provided, if flat rate billing
- ✓ In the state of Texas (and other similarly situated states), any applicable sales taxes should be specified and listed separately on all invoices. *Sales taxes in the state of Texas are in addition to flat rate and hourly rate charges.*

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

B. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

C. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

D. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 04 13 and CG 20 37 04 13, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

F. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [Building Maintenance]

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

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AND
BELFOR USA GROUP, INC**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled “Ethical Standards” set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of “Contractor” contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said “Contractor” category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

Belfor USA Group, Inc

a Michigan corporation

By: _____
Signature of Authorized Person or Representative

Name: _____

Title: _____

NOTARY’S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public’s acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity’s complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

