

22) **Agreement with Servpro for Minor On-Call Construction and Repair Services**

Approve and authorize the City Manager to execute the Contractor Services Agreement with Servpro in an amount not to exceed \$200,000.00 in such final form approved by the City Attorney and authorize the City Manager to execute change orders not to exceed a 10% contingency of \$20,000.00 for unanticipated costs.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Rick DeSantiago, Public Works Manager

Date: November 14, 2023

Subject: Agreement with Servpro for Minor On-Call Construction and Repair Services

Recommendation

Approve and authorize the City Manager to execute the Contractor Services Agreement with Servpro in an amount not to exceed \$200,000.00 in such final form approved by the City Attorney and authorize the City Manager to execute change orders not to exceed a 10% contingency of \$20,000.00 for unanticipated costs.

Background

Servpro provides professional and comprehensive restoration and cleaning services for property damage caused by fire, water, mold, or other disasters. Servpro provides a wide range of services:

- Property Restoration – specializes in restoring properties that fire, water, storms, mold, and other disasters have damaged. They have the expertise, equipment, and resources to assess the damage, develop a restoration plan, and efficiently restore the property to its pre-damage condition.
- Emergency Response – provides 24/7 emergency response services to address immediate needs after a disaster. Their quick response helps mitigate further damage and ensures the safety and security of the property.
- Water Damage – offers water extraction, drying, and dehumidification services to restore properties affected by water damage. They use advanced equipment and techniques to remove water, dry out affected areas, and prevent mold growth.
- Fire and Smoke Damage Restoration – specializes in fire and smoke damage restoration. They clean up the soot, smoke, and residue left behind by fires, deodorize the property, and repair or replace damaged materials.

Servpro Agreement for Minor On-Call Construction and Repair Services

- Mold Remediation – provides professional mold remediation services to remove mold colonies and prevent further growth. They identify the source of the mold, contain the affected area, remove the mold, and restore the property to a safe and healthy condition.
- Cleaning Services – in addition to restoration services, Servpro offers professional cleaning services for carpets, upholstery, air ducts, and other areas of the property. They use industry-standard techniques and equipment to ensure a thorough and efficient cleaning process.

Discussion

This On-Call Agreement will perform various On-Call repair and minor construction services. All assigned work will be proposed in writing, reviewed by Staff, and approved before execution. This Agreement is needed to ensure continued On-Call support for immediate operational demands and minor construction projects.

Fiscal Impact

Funds are available in the City's Fiscal Year 23/24 Annual Operating Budget.

Attachments

Attachment 1- Agreement

Exhibit A- Price Rate Sheet

AGREEMENT FOR CONTRACTOR SERVICES

Servpro

ON-CALL SERVICES

This Agreement for Contractor Services (On-Call) (the "Agreement") is made and entered into as of November 14, 2023 by and between the City of Lake Elsinore, a municipal corporation (the "City") and Servpro, a Corporation (the "Contractor").

RECITALS

A. The City has determined that it requires the following services:

On-Call minor construction and repair services.

B. The City has prepared a request for a proposals and Contractor has submitted to City a proposal, dated November 2, 2023, both of which are attached hereto as Exhibit A (collectively, the "Contractor's Proposal") and incorporated herein, to provide services and related work to the City pursuant to the terms of this Agreement.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services and related work described in this Agreement on the terms and conditions Agreement.

AGREEMENT

1. Scope of Services. Contractor shall perform the services and related work described in Contractor's Proposal (Exhibit A). Contractor shall provide such services and related work at the time, place, and in the manner specified in Contractor's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time. Contractor acknowledges that the Scope of Services provides for 24 hour-a-day, 7 day-a-week, on-call and minor construction support on an as needed basis.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services and related work to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the services and related work contemplated pursuant to this Agreement consistent with Contractor's Proposal (Exhibit A) and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

b. Performance Schedule. Contractor shall commence the services and related work pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services and related work within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term and Compliance with Task/Work Order System. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on November 14, 2023 and ending June 30, 2024. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a Task/Work Order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through a Task/Work Order issued by the City.

3. Compensation. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Contractor's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Contractor's prospective or then current personnel is deemed objectionable, then the City may notify Contractor of the same. Contractor shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this

Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Reports, Documents

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Contractor shall be immediately referred to City, without any other actions by Contractor.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data, which were prepared by design professionals other than Contractor or provided, to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's solerisk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Contractor shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor, which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Contractor's Books and Records.

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period

required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. Independent Contractor.

a. Contractor is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Contractor. Contractor (including principals, associates and management employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a) (2).)

12. Ability of Contractor. City has relied upon the training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent contractors in Contractor's field of expertise.

13. Compliance with Laws.

a. Contractor shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Contractor and/or its employees, officers, or board members.

b. Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language :

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City,

its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Contractor: Servpro of Chino/Chino Hills
Attn: Christopher Brogdon
13885 Redwood Ave.
Chino, CA 91710

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Contractor. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the work or services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend,

indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Contractor's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Contractor's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONTRACTOR"

Servpro of Chino/Chino Hills , a Corporation

City Manager

By: Christopher Brogdon

Its: Estimator

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A – Contractor's Proposal

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]



Team Brogdon

Serving the Greater Inland Empire

CALIFORNIA PREVAILING RATE AND MATERIALS SCHEDULE FOR INVOICING

RATES AND INVOICE CONDITIONS

ITEMIZED SCHEDULED LABOR CLASSIFICATIONS

CODE		RATE/HR
General Classifications:		
AA	Administrative Assistant	\$85
PA	Project Auditor (Documentation Clerk)	\$90
MS	Mobilization Support	\$100
TD	Truck Driver	\$95
GL	General Labor	\$111
HSO	Healthy and Safety Officer	\$115
RCO	Resource Coordinator (Supply Technician)	\$115
DMT	Demolition Technician	\$119
LF	Labor Foreman	\$120
EO	Equipment Operator	\$125
Restorative Services (General):		
RT	Restoration Technician	\$122
RS	Restoration Supervisor	\$122
DT	Dehumidification Technician	\$122
MT	Mold Technician (Remediation Technician or Supervisor)	\$122
Reconstruction Services:		
RT	Painter	\$115
DP	Drywall Installer/Finisher	\$125
CR	Carpenter (Framer/Finish)	\$125
TF	Trade Foreman (Commercial Supervisor)	\$125
Technical Services (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold.		
TN	Technician	\$115
TS	Technician Specialist	\$122
TL	Team Leader	\$122
TMR	Technician, Machinery Rebuild	\$122
Environmental Services		
HT	Hazmat/Asbestos Technician	\$115
HLT	Hazmat/Asbestos Lead Technician	\$122
HS	Hazmat/Asbestos Supervisor	\$122
HPM	Hazmat/Asbestos Project Manager	\$135
HEO	Hazmat/ Asbestos Equipment Operator	\$125
Project Management		
APM	Assistant Project Manager	\$115
PE	Project Estimator	\$117
PM	Project Manager	\$127
SPM	Senior Project Manager	\$133
PC	Project Coordinator	\$162
Consulting Services		
COC	Outside Consultants	Actual Billing + 10%

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 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 SERVPRO PERSONNEL ARE REQUIRED FOR EMERGENCY SERVICES AFTER NORMAL SERVPRO BUSINESS HOURS (WEEKDAYS 5:00 P.M. - 7:00 P.M.), 1.5 TIMES THE REGULAR HOURLY RATE WILL BE CHARGED.

Revised 07/2023



Time and Materials Commercial Pricing

1-800-SERVPRO (1-800-737-8776)

Schedule A: Labor

Restoration Services (All subject to OT). See Page 9 for Prime Area Labor Conditions.

Category:	Rate:	Prime Area Labor Rate:	Unit:
Project Coordinator	\$145.00	\$160.00	Per Hour
Sr. Project Manager	\$125.00	\$140.00	Per Hour
Project Manager	\$110.00	\$130.00	Per Hour
Health & Safety Officer	\$90.00	\$100.00	Per Hour
Remediation Supervisor	\$87.00	\$110.00	Per Hour
Technical Specialist	\$85.00	\$107.00	Per Hour
Assistant Project Manager	\$85.00	\$105.00	Per Hour
Restoration Supervisor	\$80.00	\$90.00	Per Hour
Content Inventory Supervisor	\$70.00	\$79.50	Per Hour
Remediation Technician	\$69.00	\$82.00	Per Hour
CDL Driver	\$68.00	\$85.00	Per Hour
Restoration Technician	\$65.00	\$75.00	Per Hour
Resource Coordinator/Supply Supervisor	\$65.00	\$72.00	Per Hour
Skilled Labor	\$63.00	\$70.00	Per Hour
Project Clerical Administrator	\$57.00	\$60.00	Per Hour
General Labor	\$39.75	\$52.75	Per Hour
Management Fee * (See Page 11)	\$4.00	\$4.00	Per Hour
Project Consultant/Estimator ** (See Page 11)	\$100.00	\$100.00	Per Hour

Reconstruction Services (All subject to OT). See Page 9 for Prime Area Labor Conditions.

Category:	Rate:	Prime Area Labor Rate:	Unit:
Reconstruction Sr. Project Manager	\$130.00	\$150.00	Per Hour
Welder	\$128.00	\$135.00	Per Hour
Electrician	\$125.00	\$139.75	Per Hour
Roofer	\$120.00	\$167.50	Per Hour
HVAC Mechanical	\$120.00	\$148.25	Per Hour
Plumber	\$115.00	\$160.25	Per Hour
Reconstruction Superintendent	\$95.00	\$105.00	Per Hour
Carpenter/Framer	\$92.00	\$101.00	Per Hour
Drywall/Finisher	\$90.00	\$118.00	Per Hour
Brick Mason	\$78.00	\$90.00	Per Hour
Tile/Flooring Installer	\$78.00	\$87.50	Per Hour
Painter	\$77.00	\$85.00	Per Hour
Equipment Operator	\$76.00	\$90.00	Per Hour
Insulator	\$60.00	\$67.00	Per Hour

Schedule B: Consumables

Consumables Description:	Rate:	Unit:	Concentrate:	Ready to Use:
Cleaning/Disinfectant				
All Surface Green Clean	\$3.63	Gallon		•
All Surface Green Clean	\$55.88	Gallon	•	
Benefect Decon 30	\$87.70	Gallon		•
Benefect Disinfectant	\$99.19	Gallon		•
Benefect Disinfectant Wipes	\$76.20	250 ct		•
BioBlast	\$139.71	Gallon	•	
BioBlast	\$13.91	Gallon		•
Bright-N-Neutral Cleaner	\$2.18	Gallon		•
Bright-N-Neutral Cleaner	\$40.52	Gallon	•	
Carpet and Upholstery Green Clean	\$5.20	Gallon		•
Carpet and Upholstery Green Clean	\$82.49	Gallon	•	
CitraSolvent	\$115.40	Gallon		•
Citrus Deodorizer, Water-Based	\$6.17	Gallon		•
Citrus Deodorizer, Water-Based	\$52.62	Gallon	•	
Coil Cleaner	\$21.77	Aerosol/Can		•
Concrobium® Disinfectant	\$70.16	Gallon		•
Defoamer	\$66.89	Gallon		•
Duct Sealer	\$95.20	Gallon		•
EASYDECON DF200	\$208.05	Kit		•
EnviroShield™ Odor and Stain Blocker (Clear/White)	\$381.02	5 Gallon Pail		•
Extreme Laundry Detergent	\$60.48	9 lb. pail		•
Extreme Laundry Detergent	\$209.99	35lb pail		•
Fire Star	\$79.95	Gallon	•	
Fire Star	\$10.04	Gallon		•
Flame Stop	\$99.55	Gallon		•
Furniture Polish	\$18.26	Aerosol/Can		•
Glass Cleaner, Multi-Purpose	\$8.95	Aerosol/Can		•
Glass Cleaner, Ready-To-Use	\$23.35	Gallon		•
Glass Cleaner, Super Concentrate	\$91.32	Gallon	•	
Heavy Duty Degreaser	\$3.75	Gallon		•
Heavy Duty Degreaser	\$40.52	Gallon	•	
Husky 815 HCD Disinfectant	\$139.71	Gallon		•
Industrial Cleaner	\$3.39	Gallon		•
Industrial Cleaner	\$54.67	Gallon	•	
Lemon Fresh Deodorizer	\$3.39	Gallon		•
Lemon Fresh Deodorizer	\$83.70	Gallon	•	
Lemon Oil Polish	\$70.64	Gallon		•
Liquid Emulsifier	\$53.34	Gallon	•	
Powdered Emulsifier	\$82.49	Gallon	•	
Pre-Spray & Traffic Lane Cleaner	\$4.48	Gallon		•
Pre-Spray & Traffic Lane Cleaner	\$71.49	Gallon	•	

Schedule B: Consumables

Consumables Description:	Rate:	Unit:	Concentrate:	Ready to Use:
<u>Cleaning/Disinfectant (continued)</u>				
Rusticide	\$35.56	Quart		•
SERVPRO Green	\$27.58	Gallon	•	
SERVPRO Green	\$2.06	Gallon		•
SERVPRO Orange	\$54.43	Gallon	•	
SERVPRO Orange	\$3.39	Gallon		•
SERVPRO Orange Plus	\$73.79	Gallon	•	
SERVPRO Orange Plus	\$4.60	Gallon		•
ServprOXIDE	\$65.92	Gallon		•
Shampoo Super Concentrate	\$3.21	Gallon		•
Shampoo Super Concentrate	\$80.68	Gallon	•	
Smoke Deodorizer	\$147.93	Gallon	•	
Smoke Deodorizer	\$4.72	Gallon		•
Solvent Additive	\$110.07	Gallon	•	
Solvent Additive	\$6.89	Gallon		•
Sporicidin	\$76.08	Gallon		•
Stainless Steel Cleaner	\$16.21	Aerosol/Can		•
Stone and Porcelain Cleaner	\$45.60	Gallon	•	
Stone and Porcelain Cleaner	\$2.90	Gallon		•
Tile & Grout Cleaner	\$39.07	Gallon	•	
Tile & Grout Cleaner	\$2.42	Gallon		•
Ultra Content CleanER	\$67.25	Gallon	•	
Ultra Content CleanER	\$4.23	Gallon		•
Ultrasonic Cleaning Agent	\$58.67	Gallon	•	
Ultrasonic Cleaning Agent	\$3.63	Gallon		•
Upholstery/Draperies Solvent, Heatable	\$74.15	Gallon		•
Vanquish (Cannot be used in California)	\$63.38	Gallon	•	
Vanquish (Cannot be used in California)	\$1.21	Gallon		•
Wall and All Plus	\$62.90	Gallon	•	
Wall and All Plus	\$3.99	Gallon		•
Wall and All Surface Cleaner	\$54.19	Gallon	•	
Wall Rinse	\$56.85	Gallon	•	
Window Green Clean	\$25.16	Gallon		•
Wintergreen Deodorizer	\$65.08	Gallon	•	
Wintergreen Deodorizer	\$4.54	Gallon		•

Schedule B: Consumables

Consumables Description:	Rate:	Unit:
<u>Containment</u>		
Eco Board Floor Protection 38" x 100' - Roll	\$147.45	Each
Floor Protection 15" x 1,100' - Roll	\$281.72	Each
Plastic Sheeting .31 mil - 12' x 400' - Roll	\$59.94	Each
Plastic Sheeting 4 mil - 20' x 100' - Roll	\$159.44	Each
Plastic Sheeting 6 mil - 20' x 100' - Roll	\$269.73	Each
Plastic Sheeting 6 mil - Fire Retardant 20' x 100' - Roll	\$396.80	Each
Plastic Sheeting Hangers - Blue	\$611.39	Case
<u>Contents</u>		
Box - Large	\$6.59	Each
Box - Legal Size (1.2 cubic feet)	\$7.19	Each
Box - Medium	\$5.69	Each
Box - Small	\$5.09	Each
Foam / Wood Blocks	\$83.92	Box
Moving Blankets	\$5.40	Each/Use
Packing Paper (26" x 24" - 140 ct - recycled)	\$47.93	Box/50lb
Tacky Mats 37" x 26" PAD/30	\$153.45	Each
Tarp (per square ft)	\$0.66	Each
Wrap - Bubble 12" x 125"	\$47.88	Roll
Wrap - Shrink 16" x 1500'	\$35.96	Roll
<u>Filters</u>		
Filter - Activated Carbon 500 cfm	\$85.43	Each
Filter - Air Scrubber 500 cfm - HEPA	\$277.16	Each
Filter - Air Scrubber 500 cfm - Secondary	\$20.09	Each
Filter - Air Scrubber 500 cfm - Prefilter	\$11.60	Each
Filter - Air Scrubber 1000 cfm - HEPA	\$299.70	Each
Filter - Air Scrubber 1000 cfm - Prefilter	\$10.67	Each
Filter - Air Scrubber 1000 cfm - Secondary	\$16.42	Each
Filter - Air Scrubber 2000 cfm - HEPA	\$393.90	Each
Filter - Air Scrubber 2000 cfm - Prefilter	\$7.55	Each
Filter - Air Scrubber 2000 cfm - Secondary per 12 pack	\$160.47	Each
Filter - Activated Carbon 2000 cfm	\$209.31	Each
Filter - Back Pak Vacuum Kit	\$40.52	Each
Filter - Desiccant Dehumidifier - 5000 cfm	\$16.66	Each
Filter - Refrigerant Dehumidifier - 754	\$37.76	Each
Filter - Upright Vacuum	\$4.20	Each
Filter - Wet/Dry Vacuum, non-HEPA	\$27.51	Each
Filter Material, Poly Rolled Medium	\$41.72	Box
Vacuum Cleaner Bags	\$21.10	Pak/10
Vacuum Cleaner Bags - Back Pack HEPA	\$43.16	Pak/10
Vacuum Cleaner Bags - Canister HEPA	\$30.57	Pak/6

Schedule B: Consumables

Consumables Description:	Rate:	Unit:
<u>Miscellaneous/General</u>		
Carpet Protection Film 2' x 200'	\$95.66	Each
Cleaning Rags	\$7.13	Per lb.
Cleaning Towel	\$12.71	Dozen
Cleaning Towel (Microfiber)	\$53.95	Dozen
Cotton Mop Head	\$19.18	Each
Dusting Cloth - Masslin treated	\$63.90	50/Bag
Lay Flat (Roll - 250' x 14")	\$143.86	Each
Lay Flat (Roll - 500' x 33")	\$839.16	Each
Rayon Mop Head	\$22.23	Each
Shoe Covers	\$116.28	150/Case
Sponge Dry Clean	\$227.77	48/Case
Trash Bags - Contractor 3 mil	\$59.94	Box 50
Trash Bags - Environmental 6 mil	\$59.94	Box 20
Wall Zippers (2 pack)	\$36.56	Each
Zip Ties 14" - Industrial	\$25.83	Pak/20
Zip Ties 36" - Industrial	\$41.24	Pak/10
Zip Ties 48" - Industrial	\$55.44	Pak/10
<u>Safety</u>		
Gloves - Chemical Resistant	\$98.78	Dozen
Gloves - Leather Safety/Work	\$115.08	Dozen
Gloves - Nitrile/Latex	\$41.96	Box/100
Hearing Protection	\$29.37	20/box
Respirator - Full or Half Mask	\$30.00	Each
Respirator - N 95	\$7.50	Each
Respirator Cartridges - Ammonia	\$29.50	Each
Respirator Cartridges - Organic	\$27.50	Each
Safety Goggles (Chemical Splash)	\$22.66	Each
Safety Glasses	\$6.00	Each
Safety Vest/Hard Hat Combo	\$5.00	Each
Tyvek (Bio-Shield Coveralls)	\$23.98	Per Suit/Exchange
<u>Tapes/Adhesives</u>		
Spray Adhesives	\$28.25	Aerosol/Can
Tape - Caution 3" x 1000' HDX	\$19.70	Roll
Tape - Duct - 2" x 60 yds.	\$13.19	Roll
Tape - HVAC 2" x 50 yds.	\$25.17	Roll
Tape - Painter (Blue) 2" x 60yds.	\$15.78	Roll
Tape - Poly/Box - 2" x 109 yds.	\$9.75	Roll

Schedule C: Equipment		
Equipment Description:	Rate:	Unit:
Air Mover/Compressor		
Air Compressor - Portable	\$40.00	Each/Day
Air Mover - Axial	\$42.00	Each/Day
Air Mover - Carpet	\$30.00	Each/Day
Air Scrubber - 2000 cfm	\$165.00	Each/Day
Air Scrubber - 1000 cfm	\$128.00	Each/Day
Air Scrubber - 500 cfm	\$90.00	Each/Day
Blast/Power Wash Units		
Electrostatic Sprayer	\$125.00	Each/Day
Fogger/Macromist	\$60.00	Each/Day
Fogger/Thermal	\$140.00	Each/Day
Media Blasting Machine	\$475.00	Each/Day
Pressure Washer - Hot	\$180.00	Each/Day
Cleaning/Vacuum Extraction		
Canister HEPA Vac	\$125.00	Each/Day
Insulation Vacuum	\$357.50	Each/Day
Orbital Floor Machine	\$46.75	Each/Day
Portable Carpet Machine	\$357.50	Each/Day
Portable Dry Cleaning Machine	\$357.50	Each/Day
Portable Extractor	\$225.00	Each/Day
Portable Fuel Cells	\$27.50	Each/Day
Pump - Sump (Gas)	\$175.00	Each/Day
Pump - Trash (2" to 4")	\$150.00	Each/Day
Truck Mount Carpet/Extraction Machine	\$522.50	Each/Day
Rover Extraction Unit	\$220.00	Each/Day
Ultrasonic Cleaning Machine	\$412.50	Each/Day
Vacuum - Upright Vacuum Cleaner	\$26.25	Each/Day
Vacuum - Back Pack, HEPA	\$85.00	Each/Day
Vacuum - Wet/Dry	\$55.00	Each/Day
Vapor Shark	\$84.15	Each/Day
Drying Equipment		
Camera - Infrared/Thermal Imaging	\$150.00	Each/Day
Dehumidifier - Large Commercial (76 and over PPD)	\$150.00	Each/Day
Dehumidifier - Medium Commercial (75 and under PPD)	\$125.00	Each/Day
Desiccant - 1,000 cfm	\$795.00	Each/Day
Desiccant - 3,000 cfm	\$1,350.00	Each/Day
Desiccant - 5,000 cfm	\$1,775.00	Each/Day
Desiccant - 7,500 cfm	\$2,150.00	Each/Day
Desiccant - 10,000 cfm	\$2,775.00	Each/Day
Desiccant - 15,000 cfm	\$4,400.00	Each/Day
5000 cfm Desiccant Package Unit (**)	\$2,860.00	Each/Day
Desiccant Door Kit - Total/one time charge	\$350.00	Per Opening
Dry Force Injectidry (Wall Cavity)	\$145.00	Each/Day
DX Unit - 1 Ton	\$302.50	Each/Day
DX Unit - 10 Ton	\$1,100.00	Each/Day
DX Unit - 25 Ton	\$1,375.00	Each/Day
Flex Duct	\$27.50	Each/Day
Temporary Heat: 150k-200k BTU	\$825.00	Each/Day
Temporary Heat: 200k-300k BTU	\$1,155.00	Each/Day
Temporary Heat: 300k-450k BTU	\$1,375.00	Each/Day

Schedule C: Equipment		
Equipment Description:	Rate:	Unit:
HVAC		
HVAC Cleaning Package (**)	\$616.00	Each/Day
Video Inspection	\$300.00	Each/Day
Odor Control		
Airless Sprayer	\$125.00	Each/Day
Hydroxyl	\$220.00	Each/Day
Ozone Generator - Activated Oxygen	\$132.00	Each/Day
Power		
Cable - 100 ft.	\$38.50	Each/Day
Cable - 50 ft.	\$30.25	Each/Day
Cable Ramps	\$17.55	Each/Day
Generator Cable - 5 Band	\$82.50	Each/Day
Generator - 20kW	\$410.00	Each/Day
Generator - 36kW	\$599.50	Each/Day
Generator - 50kW	\$797.50	Each/Day
Generator - 100kW	\$915.00	Each/Day
Generator - 150kW	\$1,100.00	Each/Day
Generator - 200kW	\$1,300.00	Each/Day
Generator - 300kW	\$1,550.00	Each/Day
Generator - 500kW	\$2,600.00	Each/Day
Generator - 1,000kW	\$5,500.00	Each/Day
Generator - Portable	\$175.00	Each/Day
Power Distribution, 100-200 Amp	\$143.00	Each/Day
Spider Box (With Cable)	\$75.00	Each/Day
Safety/Site Services		
DocuSketch™ or Matterport™ Imaging Cameras	\$300.00	Each/Day
Demo Carts	\$20.00	Each/Day
Floor Scraper - Electric	\$125.00	Each/Day
Lighting - 100' String Lights	\$25.00	Each/Day
Lighting - 50' String Lights	\$16.00	Each/Day
Lighting - Demo Lights	\$25.00	Each/Day
Lighting - Tower Mobile	\$155.00	Each/Day
Lighting - Wobbles	\$43.50	Each/Day
Lock-Out/Tag-Out Kit	\$25.00	Each/Day
Personal Fall Protection (With Lanyard)	\$12.00	Each/Day
Scaffolding, Bakers (Per Section)	\$42.50	Each/Day
Trailers/Vehicles		
Golf Cart/Gator	\$50.00	Each/Day
Vehicle - Auto/Pick-up	\$125.00	Each/Day
Vehicle - Box Truck	\$175.00	Each/Day
Vehicle - Cargo/Passenger Van	\$125.00	Each/Day
Vehicle - Mobile Command Center	\$500.00	Each/Day
Vehicle - Onsite Recovery Trailer (53')	\$300.00	Each/Day
Vehicle - Semi-Tractor	\$350.00	Each/Day
Vehicle - Trailer	\$125.00	Each/Day

Schedule C: Equipment

Small Tools (See page 9)

Adjustable Wrenches/Pliers	Extension Cords	Mobile Office Equipment (Laptops, Monitors, Printers, Scanners, Tablets, etc.)	Smocks, Vests and T-Shirts
Bar - Flat Pry	Fire Extinguishers		Spray Bottles/Triggers
Barrel Pumps	First Aid Kits		Squeegees
Blades (Replacements)	Flash Lights	Moisture Meters	Staple Guns
Bolt Cutters	Fuel Cans	Mop Buckets, Handles and Wringers	Tables
Brooms	Funnels	O2 Meters	Tape Gun
Brushes (All types)	Gang Boxes	Pallet Jacks (All types)	Thermo Hygrometer
Buckets (All types)	Generator Aux. Adapter	Power Hand Tools	Tool Box
Bulbs (Replacements)	GFI Scraper	Pump Sprayers (All types)	Tool Kit (Mechanical)
Cell Phones	Hammers	Putty Knife	Trash Barrel
Chains/Locks	Hand Sanitizer	Repair Kit - Hose, Airless, Electric	Two Way or Portable Radios, Communication Devices
Chain Saws	Hog Rings	Rope 50" (Nylon, Hemp)	
Chairs	Ice Chests	Roto Zips	Unger Poles
Chalk/Chalk Line	Inventory Tags	Sanders	Utility Knives
Demo Tools	Ladders (All sizes)	Saws (All types)	Wheelbarrows
Dolly/Hand Truck	Laundry cost for reuse of rags will be paid at cost plus 10%.	Screw Drivers	
Drills/Drill Bit Set		Scrapers	
Electric Heaters < 15kw		Shovels	

Labor Conditions:

Labor Classifications and Rates – listed on Page 1 apply to personnel engaged to provide services. Whether regular full-time employees of SERVPRO franchisees, temporary labor engaged directly by SERVPRO franchises or personnel secured through a labor service or vendor source. We reserve the right to revise any of the rates herein upon written notice when the project is affected by market conditions beyond our control and/or availability, during large national and region-wide extraordinary events, as declared by Servpro Industries. These include, but are not limited to: epidemics, pandemics, storms, catastrophes, hurricanes, floods, earthquakes, wildfires and tornadoes.

Standard Rates – the rates on Page 1 are “standard rates” and apply during a standard 8-hour work day, Monday through Friday. Donning and doffing PPE and any necessary personnel decontamination will be charged actual time.

Overtime Rates – will be billed for all labor classifications at the rate of 1.5 times the standard rate per hour for work performed on the same project in excess of 40 hours per week, or 8 hours per day and on weekends, as required by applicable law. Hours worked by personnel on the following holidays will be charged at 2 times the standard rate: New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. If a state or local authority imposes more stringent overtime requirements, including holidays, those will apply. Other than performing Emergency Services, overtime must have adjuster approval.

Mobilization/Travel – time for all personnel including, without limitation, managers, crew, labor subcontractors and other subcontractors will be billed portal to portal (office/warehouse to job site and return) at the rates set forth above. With a strong nationwide network, we will attempt to mobilize qualified personnel and equipment as near to the loss site as we can. Client is also responsible for the mobilization and return costs of vehicles, equipment and trailers over 75 miles one way.

Stand-by – When circumstances beyond our control require personnel and/or equipment to be delayed from beginning or continuing work, the rates herein per hour will be charged for personnel and equipment, with a minimum of 6 hours for personnel, and all labor associated fees will apply.

Prime Area Labor Rates – will be applied to projects within 75 miles from the center of the following areas: Chicago, Minneapolis, New York City, Washington, D.C. and within the entire states of Alaska, California, Colorado, Hawaii, Oregon, Washington and U.S. Territories. Prime Area Labor Rates may also apply during large national and region-wide extraordinary events, as declared by Servpro Industries. These include, but are not limited to: epidemics, pandemics, storms, catastrophes, hurricanes, floods, earthquakes, wildfires and tornadoes. Where labor availability is compromised and/or due to market conditions beyond our control. In the event where the above Prime Area Labor Rates are applied. The client will be notified in writing immediately.

Prevailing and Union Wages – Labor is subject to prevailing wage, unionized labor and extraordinary local labor conditions. In such events, General Labor will be charged at presented invoice plus 35% or standard labor rate, whichever is greater.

Small Tools Charge – of 3% applies to all labor of Supervisor and below that are assigned to the project full time and includes all listed items on Page 8.

Subcontracted General Labor – includes outside labor services provided as needed for the scope of the project and will be charged at the rates above, plus all other applicable labor billable items including, but not limited to, per diem, small tools, vehicles, mileage, lodging, as set forth herein and as applicable to the project.

Specialty and Licensed Trades – include but are not limited to electrical, plumbing, mechanical, roofers, engineers, architects, and other specialty trades, and will be charged at presented invoice plus 10% overhead and 10% profit.

Safety officers – shall be charged as needed for the project and upon notification to client.

Restoration Services Labor Descriptions:

Project Coordinator – coordinates activities and assignments of designated projects to ensure that goals and objectives specified for the projects are accomplished. **Job Responsibility Examples:** Ensure Corporate Reporting (CLLD); Review Project Burn Reports; Review status of jobs in progress; inspect all projects in progress; assist with project scope and estimate as necessary; meet with Adjuster/Consultant/Insured to review progress and provide dispute resolution and job site inspections and all appropriate permits are in place, if applicable.

Sr. Project Manager – for extremely large projects requiring multiple Project Managers, a Senior Project Manager draws communication responsibilities with the materially interested parties away from the PMs, so they can better focus on task completion and documentation of their assigned project. **Job Responsibility Examples:** Job site inspection; prepare daily work orders; morning meeting with PM's; oversee morning line-up; meeting with Project Clerical Administrator to review previous days paperwork and ensure insurance company receives proper documentation; meeting with Insured/Adjuster/Consultant to review progress; troubleshoot issues as necessary; complete daily checklist and job diary; review end of shift paperwork with APM for accuracy; daily meeting with PC; and ensures daily reporting to all stakeholders.

Project Manager – directs all operations of a designated project and provides the primary single point of contact for all materially interested parties. The PM is accountable for the project's execution and completion. **Job Responsibility Examples:** Jobsite inspection; prepare Daily Work Orders; morning meeting with APM, HSO & RC; oversee morning line-up; meet with Project Clerical Administrator to review previous day's paperwork and ensure insurance company receives proper documentation; meet with Insured/Adjuster/Consultant to review progress; troubleshoot issues as necessary; complete Daily Checklist and Job Diary; review end-of-shift paperwork with APM for accuracy; daily meeting with PC and ensures daily reporting to all stakeholders.

Health & Safety Officer – identifies, evaluates, and implements policy and procedures that affect health and safety aspects for all personnel on the jobsite. **Job Responsibility Examples:** Morning meeting with PM; morning Safety Meeting at line-up; continuous site inspections for safety infractions; ensure all safety boards are in place and satisfy all SERVPRO standards; incident reports as necessary; OSHA inspections as necessary; job site safety training, as necessary.

Remediation Supervisor – supervises the General Laborers (GL) to maintain quality production but does not participate in the physical completion of tasks, other than training and coaching the General Laborers performing the work.

Technical Specialist – handles specific specialty restoration services or tasks, such as thermal imaging or 3D geospatial scans of a structure and is a technical advisor in specialty restoration services.

Assistant Project Manager – executes the production plan (based on work orders and the direction of the Project Manager) by coordinating Restoration Supervisors (RS) and labor while assuring safety compliance and quality of production. **Job Responsibility Examples:** Job site inspection with PM; morning meeting with Restoration Supervisors; issue Daily Work Orders; morning line-up; on-going quality inspections; end-of-shift meeting with Restoration Supervisors; collect daily paperwork and review for accuracy; review end-of-shift paperwork with PM.

Restoration Services Labor Descriptions:

Restoration Supervisor – supervises all labor classifications to ensure quality production but does not participate in the physical completion of tasks, other than training and coaching the those performing the work.

Content Inventory Supervisor – is responsible for tracking and documenting all aspects of the contents handling and processing on a project. This supervisor will manage teams within the structure/project and audit documentation and reports and provide them on a daily basis for the project file.

Remediation Technician – performs skilled production tasks and has training to work in specialized environments which may require additional PPE, safety gear, and communication techniques.

CDL Driver – is responsible for transportation involving vehicles that require CDL license.

Restoration Technician – performs skilled restoration tasks.

Resource Coordinator/Supply Supervisor – identifies, negotiates and secures needed resources including labor, equipment, and subcontractors. **Job Responsibility Examples:** Morning meeting with PM; purchase subcontractor services as requested by PM; issue purchase orders as requested by PM; oversee subcontractor services; general site services oversight; evening meeting to review daily paperwork with PM.

Skilled Labor – has developed expertise through project experience such as boarding up structures, the building temporary walls, erecting containment, and making precision cuts to building materials. This may also include the operation of specialty equipment (i.e. power tools, forklifts, and specialty restoration equipment) and work performed at high risk or height and providing specialized content packing and handling.

Project Clerical Administrator – collects, compiles and validates all documentation and financial information for the project. **Job Responsibility Examples:** attending the morning meeting with PM to review previous day's paperwork; data entry for all paperwork into Time and Materials Management (T&M) Software; reconcile invoices to tickets.

General Labor – perform labor tasks and are capable of using basic hand tools.

Management Fee – is charged for supervising and training labor provided by the customers employee pool. At times we are asked or required to utilize the customers employees to utilize certain task and this fee is a per employee supervisor fee.

Project Consultant/Estimator – may be billed at the request or the invitation of a customer/client to provide consulting services, including detailed estimates on third party projects.

Consumables Conditions:

Client will be notified of non-scheduled consumables needed for the project, which will be charged at presented invoice plus 10% overhead and 10% profit.

We may add additional consumables, materials and corresponding rates to this schedule as needed for individual projects upon written notice which will be charged at presented Invoice plus 10% overhead and 10 % profit.

Equipment Conditions:

Daily Rate – is charged for each calendar day equipment is utilized on a project, whether partial or full day.

Quick Pay Discount – for full payment made within 30 days of invoice applies as follows:

- Weekly rate of the first 5 consecutive days of the same week (no charge for last 2 days), and
- Monthly rate of 3 consecutive weeks (**21 Days**) of a monthly period (no charge for the fourth/last week).

Vendors – for on-site services, such as fencing, porta johns, dumpsters and office trailers will be charged at presented invoice plus 10% overhead and 10% profit.

Generators – will have a minimum charge of 1 daily rate plus all costs incurred if power is restored upon or prior to arrival, or client cancels generator order. Service Provider makes no guarantee on timelines for generator availability during a catastrophic event or other circumstances beyond our control.

Fuel – scheduled prices do not include fuel or fuel delivery, which will be charged at presented invoice plus 10% overhead and 10% profit.

Ordered, Purchased and Unscheduled (additional) Equipment – Client will be notified of any additional equipment needed for the project and rented from third parties or purchased, which will be charged at presented invoice plus 10% overhead and 10% profit, with minimum of 1 day rental, plus any related charges including, without limitation, transportation and fuel as set forth herein.

Equipment Transportation – will be billed for delivery to project site and return by 3rd party vendors at presented invoice plus 10% overhead and 10% profit. Transportation provided by Service Provider staff will be invoiced at scheduled rates herein.

****Desiccant Package Unit** – 5k Desiccant, 150kW Generator, Fuel Cell, Trailer, Distro Panel, Flex Duct/1 set, Power Cables/1 set.

****HVAC Cleaning Package** – Negative Air Machine, Compressor, Portable Cleaner, and WIP Kit.

CAT - Off-Site Logistical/Mobilization Support – services include, without limitation, off-site management, mobilization of project office, communication support, specialty office equipment/supplies, technicians, administrative support staff, other costs of project support and administrative allowances that support field operations before and after the project start/completion date, which will be billed at 3% of the total charges for the project, excluding only reimbursables expenses, subcontractor invoices and third party vendor invoices. This should only be considered in a large national and region-wide extraordinary events, as declared by Servpro Industries. These include, but are not limited to: epidemics, pandemics, storms, catastrophes, hurricanes, floods, earthquakes, wildfires and tornadoes. Written approval from the client and Servpro Industries Commercial Large Loss Division is required.

General Conditions:

Mobilization/Travel – for projects over 75 miles one way will be charged to project and return as follows: hotel at presented invoice; per diem at \$60 per person per day; rented vehicles at presented invoice; airfare at presented invoice; transportation for equipment and materials utilized for the benefit of the project at presented invoice; meals for general labor at cost. All of the above will be charged at presented invoice plus 10% overhead and 10% profit.

Taxes – the rates herein are exclusive of federal, state and local sales, use or similar taxes, which will be separately itemized in the invoice and paid by Client.

Permits – the rates herein do not include permit costs and fees, which will be billed with 10% overhead and 10% profit added.

Bonding – may be applicable upon mutual agreement and will be invoiced at 5% of project.

Other Servpro franchisees – Client acknowledges and agrees that other Servpro franchisees may be utilized to provide necessary services; provided, however, the undersigned Provider shall be responsible for their performance and shall make payment once received from Client.

Scope – Upon arrival on site, Provider will assess the loss and begin Emergency Services, which are those needed, recommended and approved to stabilize the environment/property and help prevent additional damage. Service Provider will use best efforts to communicate a preliminary scope within 72 to 96 hours after on-site arrival, subject to supplements, revisions and change orders as circumstances and later discoveries indicate.

Invoices – will be submitted periodically for work that has been performed on larger projects as mutually agreed. The final invoice shall be submitted within 30 days of project completion, unless delayed by events beyond our control. All invoices are due and payable upon receipt and will be deemed late 30 days after receipt. If there are any disputed charges on any invoices, these must be clearly identified in writing within 30 days of receipt of invoice; provided, however, that any amounts not disputed in good faith must be paid within 30 days of receipt of invoice. Both parties shall use best efforts to resolve any such disputed amounts within 30 days after written notice. Interest charges will begin to accrue after 30 days of receipt of invoice for undisputed amounts and 90 days for such disputed amounts at the rate of 1% per month or the maximum amount allowed by law, whichever is lower. Client agrees to pay Service Provider's attorney's fees for cost of collections.

Date:

Client's Signature:	Provider's Signature:
Client Printed Name:	Franchise Legal Name:
Project Address:	d/b/a SERVPRO® of:
City, State and Zip:	
<i>Provider is an independently owned and operated SERVPRO franchise.</i>	