

Emergency Work & Rate Schedule

Prepared for:

Prepared By:



Table of Contents

I. On Call Emergency Services

II. Forms

- | | |
|--------------------------------------|--------------|
| Advance Work Authorization – Phase I | • Schedule 1 |
| Work Order – Phase II | • Schedule 2 |
| Change Order | • Schedule 3 |

III. General Conditions

IV. Rate Schedule

- A. Operational Personnel
- B. Other Labor Provisions
- C. Equipment Rental Owned By Contractor
- D. Equipment Rented By Contractor
- E. Documentation Remediation
- F. Material Rates
- G. Additional Provisions Respecting Materials
- H. Drying and Dehumidification Equipment

V. Reimbursables

- A. Non-Scheduled Equipment
- B. Non-Scheduled Materials
- C. Subcontract Services
- D. Travel, Lodge and Per Diem
- E. Freight/Transportation Charges
- F. Taxes and Permits



Section I. ON CALL EMERGENCY SERVICES

1. CONTRACT SERVICES

____ has emergency services available for Drying and Restoration on an as needed basis to remediate conditions caused by floods, windstorms, fires, accidents and other casualties at any type of facility.

2. RESPONSE TIME

____ can provide a typical response time of one (1) to two (2) hours after notification. This means that a ____ Representative will arrive at the facility in question within one (1) to two (2) hours of an Owner or Owners representative initial contact, and begin assessment of the required services. If requested, ____ will begin mobilization. As conditions, requiring service may cause an interruption of all or a portion of a clients business at the facility in question, timely response is of the utmost importance.

3. SERVICE REQUESTS

Clients can request services by calling ____'s 24 Hour Emergency Telephone Number.

4. SCOPE OF WORK

Upon arrival at the facility, the ____ representative shall contact the clients representative and determine the scope and nature of the services required.

5. ADVANCED WORK AUTHORIZATION

If a definite scope of work will take some time to develop and the owners' representative desires that work begin at once, then ____ and the owners' representative should complete and sign the **Advance Work Authorization** using ____ standard forms. Upon signing this form, ____ will mobilize and begin performing work.

6. WORK ORDER

Upon completion of a definitive scope of work, and approval by the owner, a work order contract will be signed.



Section II. Forms

Advance Work Authorization – Phase I Emergency

Client hereby authorizes _____ (____) to mobilize and commence the following work while the parties negotiate a definitive scope of work and estimate of cost.

Facility:

Address:

Brief Description of Work:

Client agrees to pay ____ for all labor, materials, and equipment utilized to mobilize, commence and perform the work described above in accordance with the ____ Time and Materials Rate Schedule attached hereto (“Rate Schedule”).

In the event Client and ____ do not enter into a Phase II Work Order, ____ shall invoice Client for all work performed hereunder plus the costs of demobilization, all in accordance with the Rate Schedule. Client agrees to pay such invoice when presented upon completion.



RATE SCHEDULE ATTACHED, dated _____, _____ pages.

_____ :

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____



Schedule 2

Work Order - Phase II

Contractor:

_____ of _____

Order Date: _____

Location: _____

Description of Work: Provide all labor, materials, equipment, and services reasonably necessary to perform the following described work:

See continuation sheet(s) (*check if applicable*)

Price: All work performed hereunder shall be priced on a time and materials basis in accordance with the current ____ Rate Schedule, or will be based on the attached computer generated scope and estimate.

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Schedule 2

Work Order Continued - Phase II

Special Conditions:

See Continuation Sheet(s) **(check if applicable.)**

This Work Order constitutes a contract to perform the services described above.

RATE SCHEDULE ATTACHED, dated: _____, _____ pages.

SCOPE AND ESTIMATE ATTACHED, dated: _____, _____ pages.

IN THE AMOUNT OF \$ _____ Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Schedule 3

CHANGE ORDER

Location: _____

Work Order Date: _____

Change Order Date: _____

Description of Changes to Work:

See continuation sheet(s) *(check if applicable)*

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Schedule 3-cont.

Change Order-Continuation Sheet

Order Date: _____

Location: _____

- Description of Work Continued:**
- Description of Changes to Work:**

· Special Conditions Continued
(Check as applicable)

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Section III. General Conditions

1. Scope of Work, _____ hereby agrees to act as Contractor and furnish all labor, materials, equipment, and subcontracted items reasonably necessary to complete the work described in the Scope of Work. ____ and Customer may make changes in the work to be performed hereunder by written CHANGE ORDER (form attached) agreed by both parties.
2. Term. This Contract shall commence on the date hereof and shall continue until the services to be performed pursuant to the SCOPE OF WORK and any applicable CHANGE ORDER(S) have been completed, unless otherwise terminated by the customer.
3. Price. Work performed hereunder shall be priced as indicated in the ____ Time and Material Rate Schedule, plus any applicable taxes.
4. Pay Authorization. If Customer carries insurance coverage applicable to the work, Customer authorizes any and all insurance carrier(s) to make payment directly to ____ for performance of the Work.
5. Invoicing and Payment. ____ shall submit to Customer itemized invoice(s) setting forth the total amounts due in accordance with the Rate Schedule for services utilized in performance of the Scope of Work. Customer will pay ____ fees and charges for the Work, together with all applicable federal, state or local taxes, in accordance with the following schedule:



General Conditions - Continued

Invoice (Time and Material) upon completion of each Building, Payment due 15 days after receipt of invoice.

Rate Schedule A-H. \$ _____ On or before _____

If payments are not received within 30 days, Customer agrees to pay all costs of collections up to and including court costs, reasonable attorney's fees and interest charges at the lesser of 1) 1.5% per or 2) the maximum lawful interest rate.

6. Responsibility for Payment. Customer agrees to make payment to _____ for services rendered hereunder in the amounts and on the terms specified above, regardless of whether Customer is entitled to reimbursement for such costs from insurance carrier or any other source.

7. Causes Beyond Control. If any circumstance or event which is beyond the reasonable control of _____ delays the performance of any of FRS's obligations under this agreement or makes any of those obligations impossible to perform, _____ will not have any liability for that delay or non-performance.

8. Consents and Permits. Any federal, state, or local permits or consents required for the performance of the Work are the responsibility of the Client; provided that, if made a part of the Work, _____ may obtain such permits and consents at Customer's expense. Both _____ and Client will comply with all applicable governmental regulations, statutes, laws and ordinances.

9. Confidential Information. _____ and Customer mutually agree to maintain in confidence and will not, directly or indirectly disclose or use, either during or after the term of this Agreement, any proprietary or confidential information belonging to the other party, whether it is in writing or other form.

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Date _____



10. Attorney Fees. In the event that either party to this Agreement commences legal action against the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.

11. Stop Work – Hold Harmless. In the event that _____, dba _____ of _____ is not allowed to perform its recommended procedures and/or drying equipment is removed prematurely, we agree to release and hold _____ harmless, and indemnify _____ against any claims or actions that may result from such incomplete procedures.

Agreed to and accepted this _____ **Day of** _____, _____

_____ **Customer** _____

Name: _____ **Name:** _____

Signature: _____ **Signature:** _____

Title: _____ **Title:** _____



Section IV. Rate Schedule

A. Operational Personnel

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of Contractor or temporary hires employee directly by Contractor or secured through a labor service. Rates stated below in section IV-A are per person per hour.

CLASSIFICATION	HOURLY RATE
Project Manager	
Superintendent	
Estimator	
Assistant Superintendent	
General Restoration Supervisor	
Electronics Restoration Supervisor / Technician	
Resource Coordinator	
Equipment Operator	
Carpentry	
Clerical	
General Restoration Technician	
Mold Restoration Technician	
General Cleaning Laborer (Temporary Labor)	
Field Administration (Documentation)	
Project Accountant	
Industrial Corrosion Control Supervisor / Technician	
Documents Recovery Specialist	
Health and Safety Officer	
Certified Industrial Hygienist	
Technical Consultants	

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Date_____



Bio-Hazard/Trauma Cleaning Technician -
Demolition Technician

B. Other Labor Provisions

1. Regular Hours

All labor rates above are for "Regular Hours". For purposes of this Rate Schedule, "Regular Hours" is defined as the first forty (40) hours worked by the employee on this project during any calendar week between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, exclusive of Contractor holidays. A calendar week is Monday through Sunday.

2. Overtime Hours

For purposes of this Rate Schedule "Overtime Hours" is defined as:

- (a) All hours worked before 8:00 AM. and/or after 5:00 PM Monday through Friday;
- (b) All hours worked on this project between 7:00 AM and 5:00 PM Monday through Friday which are also in excess of forty(40)hours.

Labor performed during Overtime Hours will be billed at one and one-half (1.5) times the rate schedule amounts in Section IV-A above. In the event Contractor is required to pay double time for any work performed by all classifications, except the General Cleaning Laborer, Pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled in Section IV-A above.

3. Travel time

For personnel shall be billed to the contract at the rates in Section IV-A Billable travel time shall be reasonable portal to portal times from ____ Base.

4. Sewer Damage

Restoration from sewer damage will be charged at two (2.0) times the rate schedule for all work, up to and including decontamination; and two and one-half (2.5) times for holidays.

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Date _____



Post work, including reconstruction, will be at standard rates as described in Section IV-A. Time will include mobilization, demobilization and sanitization of equipment.

5. Legal Rates

These rates and provisions are predicated upon Contractor standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify Contractor standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.

6. Holidays

Are charged at two times (2.0) the rate schedule amounts in section IV-A.

C. Equipment Rental Rates - Contractor Owned Equipment

These rates apply to equipment that is owned by Contractor and utilized in the performance of the work (whether supplied from Contractor inventory or specially purchased by Contractor for performance of the work). All fuel, filters and miscellaneous costs pertaining to the operation of equipment will be billed on schedule IV-C.

CLASSIFICATION	Rate	DAILY
Portable Flood Extractor		
Sump Pump/Hose		
Ozone Generator - Model 330		
Vacuum –Commercial Canister and Accessories		
Vacuum – HEPA		
Fogger Electric Spray Mist		
Fogger, Thermal (Gas Powered)		
Washer - High Pressure 4000 PSI		



Injectidry Unit

Injectidry Unit – Add on Kit

Cart, Tilt/Demolition

Dolly, 2-Whl/4-Whl/Drm/Whlbrw

Ladder/Step/Extension

Light, Demo/Drop/ Stand/ String

Tool Set, Demo (sawzall, circular saw, etc.)

Safety Packages

Personal Fall Protection (PFP)

Personal Protection Equipment (PPE)

Personal Respiratory Protection (PRP) + Cartridge

Office Units

Command Unit (small)

Command Unit (large)

Storage

On-Site Storage Container 16'

On-Site Storage Container 20'

Trailers

10'-18' Box

Diesel Fuel Tandem

Trucks

14' Cube Van

E-150/250 Van

F-150 Pick up 4x4



If a specified brand item of equipment is not available to perform the work, a functionally equivalent item of equipment may be substituted.

D. Equipment Rented By Contractor

The rental rate for any items of equipment which Contractor rents from third party vendors for use in performing the work shall be Contractor's cost thereof plus twenty percent (20%). See Schedule IV-C.

E. Document Remediation

Specific drying costs will be determined *per job* for the following factors, and pricing will fall in the range of \$30.00 - \$65.00 per cubic foot.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char/Soot Residue
- Mold/Mildew/ Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors include Debris, Sewage, Silt, and/or
- Hazardous Materials

The above rates represent the charges for document drying only. Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this Exhibit.



F. Material Rates

CLASSIFICATION	RATE	UNIT
Cotton Cleaning Towels		
Filter - Fine Dust		
Filter- HEPA Vacuum		
Gloves - Cotton		
Gloves - Nitrile		
Mop Heads		
Polyethylene Sheeting (100' Roll; 2 Mil)		
Polyethylene Sheeting (100' Roll; 6 Mil)		
Restoration Sponge		
Thermo Fog – Unsmoke Thermo 55		
Trash Bags – Contractor Grade		
General Purpose Degreaser		
Duct, Lay Flat (10" - 250' Roll)		
Duct, Lay Flat (14" – 250' Roll)		
Tape, Duct		
Caution Tape – 1000' Roll		
Tyvek Suits – White, Breathable		
Tyvek Suits – Yellow, Waterproof		
Furniture Blanket		
Packing Tape		
Packing Boxes – 14"		
Packing Boxes – 16"		
Packing Boxes – 18"		
Bubble Wrap – 750' Roll		
Peel N' Seal Zippers		
Floor Protection – Carpet Shield – 200'		



Floor Protection – One Tuff Flooring – 100’

Benefect

Sporicidin

G. Additional Provisions Respecting Materials -

1. The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from Contractor inventory, shipped directly to the site from Contractor's sources, or purchased locally by Contractor from either an affiliated or non-affiliated entity.

2. During the course of performance of the work, Contractor may add additional materials to the schedule above at rates to be determined by Contractor

H. Drying and Dehumidification Rates

These rates apply to contractor-owned equipment that is utilized in the performance of the work (whether supplied from contractor inventory or specially purchased by contractor for the performance of the work).

CLASSIFICATION	Rate	Unit
Turbo Fans / Carpet Dryer		
Axial Fan		
Fire Fan		
Refrigerant Dehumidifiers - Extra Large (540 CFM)		
Refrigerant Dehumidifiers - Large (255 CFM)		
Desiccant Dehumidifiers – 120 CFM		
Desiccant Dehumidifiers – 1200 CFM		
Desiccant Dehumidifiers - 5000 Skid Mounted		
Desiccant Dehumidifiers - 3000 Skid Mounted		

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Initial _____

Date _____



Desiccant Dehumidifiers – 2000 Skid Mounted
Desiccant Dehumidifiers – Generator/DDH 3000 100-160KW
Desiccant Dehumidifiers – Generator/DDH 3000
Desiccant Dehumidifiers – Generator/DDH 5000
Desiccant Dehumidifiers – Generator/DDH 10,000 Trailer 48'
Hydrothermograph – Recording
Air Scrubber – HEPA 1000 CFM
Air Scrubber – HEPA 1400 CFM
"Octidry" Wall Duct Unit
Power Cable
Temp. Toilet
Power Generators – 35-90 KW
Hydroxyl Generators



Section V. Reimbursables

A. Non-Scheduled Equipment

The compensation paid Contractor for any equipment utilized by Contractor in performance of the work, which is not listed in the schedule under Section IV above and is not added to Section IV schedule shall be as follows:

1. For such unscheduled equipment, which is rented by Contractor for performance of the work, the price shall be Contractor's rental cost plus twenty percent (20%) Contractor markup on such costs.
2. For such unscheduled equipment, which is provided from Contractor inventory or purchased by Contractor specifically for performance of the work, the price shall be the reduction in value of such equipment plus twenty percent (20%) Contractor mark-up on such reduction in value. The reduction in value shall be the acquisition cost of the equipment times the proportion which the use of the equipment in this work (time or hours of use) bears to the total useful life (in time or hours of use) of such equipment

B. Non-Scheduled Materials -

The compensation paid Contractor for any materials utilized by Contractor in performance of the work which are not listed in Section IV above and have not been added to Section IV shall be equal to Contractors cost of such materials plus twenty percent (20%) Contractor mark-up on such cost.

C. Subcontract Services -

The compensation paid Contractor for all services such as laboratory services, testing services, and other services which are not performed by individuals billed to the customer in accordance with Section IV above, but are subcontracted by Contractor, shall be Contractor's cost for such subcontract service plus twenty percent (20%) contractor mark-up on such cost.



D. Travel, Lodging and Per Diem -

Contractor shall be compensated for costs incurred for travel, lodging and per diem costs for Contractor employees assigned to the work at the rate of \$35.00 per day plus the cost of accommodations at cost plus twenty percent (20%) contractor mark up on such costs.

E. Freight/Transportation Charges -

Contractor shall be compensated for costs incurred for the transportation of equipment and materials to the site of the work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work, on the basis of Contractor's cost for such transportation plus twenty percent (20%) Contractor mark-up thereon.

F. Taxes and Permits -

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work. Contractor shall be compensated for all costs incurred which are described above on the basis of Contractor's actual cost incurred for such items.