

## Master Services Agreement

This Master Services Agreement (Agreement) is entered into by and between the Junior College District of Metropolitan Kansas City, Missouri (MCC), a public community college district and political subdivision of the state of Missouri, with a principal address at 3200 Broadway, Kansas City, Missouri 64111, and G & C Restoration, LLC a/k/a SERVPRO of Lee's Summit (Contractor), 1001 W. Hunters Ridge, Lee's Summit, Missouri 64086.

MCC from time to time requires disaster recovery services. Contractor is in the business of providing disaster recovery services and has qualified to perform such services for MCC under Contractor's written proposal (Proposal) in response to MCC's *Request For Proposal #19-7242-C3R2 Disaster Recovery Services*, dated February 13, 2019 (RFP). MCC desires to enter into a non-exclusive agreement with Contractor so that for various projects MCC may obtain disaster recovery services from Contractor. The purpose of this Agreement is to set forth the terms and conditions of any work or services

Therefore, for good and valuable consideration, the parties agree as follows:

**1. Contractor's Representations and Warranties.** Contractor represents and warrants to MCC that it has demonstrated a high degree of experience, training, and proficiency in its conduct of various prior and similar functions, that it has the required expertise and resources and that it is technically and professionally capable of performing the obligations under this Agreement. Contractor further represents that it shall provide adequate trained personnel to provide the Services, as defined herein. The Contractor assures MCC that its trained service personnel are directly employed by Contractor and are properly licensed. Further, Contractor assures MCC that any Services subcontracted hereunder shall be with MCC's prior written consent, and such subcontractor's trained service personnel shall be properly licensed and directly employed by said subcontractor.

**2. Scope of Services.** Contractor agrees to provide disaster recovery services (Services) as specified in the RFP and Proposal, collectively incorporated herein by reference, and as further detailed in *Exhibit A – Scope of Services* (Exhibit A), attached hereto and incorporated herein. On a project-by-project basis, Contractor may begin Services upon receipt of MCC's verbal notice to proceed, contingent upon (i) Contractor's submission to MCC's Director of Facility Services of a written detailed quotation of the project services [Quote(s)], within forty-eight (48) hours of the beginning of Services, and (ii) the written acceptance of Contractor's Quotes by MCC's Chief Facilities Officer or designee, email being sufficient.

**3. Order of Precedence.** In the event of a conflict between the terms contained in this Agreement, the RFP, and Proposal the following order of precedence will control: (a) this Agreement, (b) the RFP, (c) Proposal, and (d) Quote(s). In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any invoice, purchase order, website or other document attached hereto or incorporated herein by reference, the terms and conditions of this Agreement shall govern.

**3. Prevailing Wages.** Contractor shall pay no less than the prevailing hourly rate of wages to all workmen performing Services under this Agreement as found by the Department of Labor and Industrial Relation of the State of Missouri in the applicable Wage Determination Order effective as of the date of bidding of this Project for the location of the Project. Contractor shall follow and enforce all requirements of the Prevailing Wage Law. Contractor and all subcontractors shall submit certified payroll records to MCC. Before making final payment, Contractor and all

subcontractors shall submit an Affidavit to MCC stating they fully complied with the prevailing wage law.

**3.1.** Effective August 28, 2018, the State of Missouri implemented a prevailing wage threshold specifying that there will be no prevailing wage requirement for public works projects where the estimate of the project is in the amount of \$75,000.00 or less. Since no individual Services under this agreement shall be for more than \$75,000.00, no projects for mechanical services fall under prevailing wages.

**4. Term.** The term of this Agreement shall be from May 15, 2019, through May 14, 2022. This agreement may be extended for two (2) additional 1-year periods upon the mutual written agreement of the parties.

**5. Termination.** Should MCC become dissatisfied with Contractor's products and/or services, MCC shall give notice to Contractor and Contractor shall have sixty (60) days' after receipt of MCC's notice to remedy the issue(s). MCC may terminate this Agreement for convenience at any time by giving notice to Contractor of its intent to terminate at least thirty (30) days prior to the effective date of termination. In the event of termination, MCC will be liable only for payment of the products or services delivered prior to the termination date.

**6. Performance Bond.** If these specifications so require and when the Quotation total amount exceeds twenty-five thousand (\$25,000.00), Contractor shall procure and furnish a Performance bond and a Payment bond in the form prepared by the Owner. Each bond shall be in the amount equal to one hundred percent (100%) of the Quotation total amount, as well as adjustments to the Quotation total amount. The Performance Bond shall secure and guarantee Contractor's faithful performance of this Contract, including but not limited to Contractor's obligation to correct defects after final payment has been made. The Payment Bond shall secure and guarantee payment of all persons performing labor on the Project under this Agreement and furnishing materials in connection with this Agreement. These Bonds shall be in effect through the Duration of this Agreement, and warranty period required under this Agreement

**7. Fees and Payment.**

**7.1.** MCC shall pay Contractor Fees, as detailed on *Exhibit B – Proposal Fees Schedule (Exhibit B)*, attached hereto and incorporated herein, for all Services under this Agreement. The foregoing notwithstanding, Contractor's total Fees per project shall not exceed the amount allowed by MCC's insurance, without the prior written consent of MCC, email being sufficient.

**7.2.** Fees, as detailed on Exhibit B, shall remain firm for the initial term of this Agreement, and thereafter, and at the sole discretion of MCC, labor prices can be adjusted according to the CPI (Consumer Price Index), but not to exceed a five percent (5%) increase.

**7.3.** Should Contractor provide any additional Services beyond the scope of an MCC approved Quote, without the express written authorization by MCC, Contractor shall be deemed to have performed such Services at Contractor's sole expense, risk and liability and MCC shall have no obligation to compensate Contractor for such service.

7.4. MCC agrees to pay all undisputed amounts within thirty (30) days of receipt of a properly itemized invoice that shall include MCC's Purchase Order and Quote pricing. Contractor shall email invoices to: [purchasing.info@mccckc.edu](mailto:purchasing.info@mccckc.edu) and [fs.facilities@mccckc.edu](mailto:fs.facilities@mccckc.edu).

7.5. Contractor agrees to indemnify MCC for any costs and/or expenses, in whole or in part, that are due any subcontractors or suppliers for services provided under this Agreement.

7.6. Contractor shall apply for payment of "Scheduled" or "Unscheduled" Services after completion of Services at a MCC campus.

7.7. No payment made under this Agreement shall be proof of satisfactory performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory service.

**8. Confidential Information.** As used herein, "Confidential Information" will mean any ideas, strategies, plans, purposes, and/or agendas that MCC may seek to advance, any reports and information generated by Contractor, and educational and/or other confidential information related to students (Information). Both during the term of this Agreement and thereafter, Contractor covenants and agrees (i) to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of MCC, (ii) that Contractor will not knowingly use the Information, directly or indirectly, for Contractor's own benefit, or for the benefit of another, but instead will use such information only for the purposes contemplated hereunder, (iii) that Contractor will not disclose any confidential information to any third party, except as may be required in the course of performing services for MCC hereunder or by law, (iv) that access to the education records of any student shall be in compliance with the Family Educational Rights and Privacy Act, and (v) that Contractor not be deemed a spokesperson for MCC in any manner for the purpose of disseminating any information hereunder, excepting such information that is related to the Purpose and content and format for dissemination of such information is mutually agreed to by the parties. Notwithstanding the foregoing, Contractor's obligations of confidentiality will not include information that (i) at the time of disclosure was in the public domain, (ii) after such disclosure, immediately becomes generally available to the public other than through any act or omission of Contractor, and (iii) is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to MCC in a timely manner in order to afford MCC the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires. After expiration or termination of this Agreement, Contractor must return all confidential information given to or generated by him hereunder within five (5) days of MCC's written request. Contractor agrees that Contractor will comply with MCC's instructions regarding the return or disposition of its confidential information, including any copies or reproductions.

**9. Remedies for Disclosure.** Contractor understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this article may result in MCC seeking injunctive relief. Contractor agrees to give prompt notice to MCC of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by MCC to limit, stop, or otherwise remedy the disclosure, use, or

misappropriation of any confidential information. All steps taken by Contractor relating to remedy shall be at its sole expense.

**10. Insurance.** Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

**10.1.** Worker's Compensation insurance, or local equivalent, as prescribed by the law of the state or jurisdiction in which the Project is performed;

**10.2.** Employer's Liability insurance with minimum limits of \$1,000,000.00 for each accident or disease;

**10.3.** Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including (i) bodily injury (including death); (ii) personal injury; (iii) property damage, including damage arising out of explosion, collapse and/or underground hazard exposure; (iv) Products and Completed Operations exposures; (v) independent contractor's liability; and (vi) blanket contractual coverage insuring the indemnity provisions set forth herein;

**10.4.** Commercial Automobile Liability insurance covering "any auto" with minimum limits of \$1,000,000.00 per occurrence for bodily injury and property damage;

**10.5.** Excess/Umbrella with minimum limits of \$3,000,000;

**10.6.** If removal or disposal of hazardous waste is a part of the Services, Contractor shall provide Owner with proof of pollution legal liability for transportation, including an MCS 90 endorsement on the auto liability, and disposal site sufficient to protect Owner and Contractor from losses that could arise from Contractor's performance under this Agreement. This coverage and limits must be approved by Owner prior to commencement of the Services.

**10.7.** The Contractor shall also require all sub-subcontractors who may enter upon the Project site to maintain policies with the same limits and coverages as stated herein.

**10.8.** The Commercial General Liability insurance shall (i) include Metropolitan Community College and any other entity reasonably requested by Owner, as additional insureds, (ii) be primary and non-contributory to any insurance maintained by Owner and not subject to any "excess", "pro-rata" or similar type of "other insurance" clause, (iii) contain a severability of interests clause, and (iv) shall be maintained for a period of three years following completion of the Project. All policies shall include a waiver of subrogation against Owner where allowed by law.

**10.9.** The company providing the insurance for the Contractor shall be rated "AVIII" or better in the current issue of Best's Key Rating Guide and must be approved by Owner; such approval not to be unreasonably withheld.

**10.10.** Certificates of Insurance using the insurance industry standard ACORD form, or equivalent, and a copy of the additional insured endorsement shall be furnished prior to commencement of the Project. Certificates shall include a provision for 60 days'

notice to Owner of cancellation, non-renewal or material policy change. Owner's Corporate Risk Manager may, but shall not be required to, elect to approve in writing coverage amounts lower than those specified above.

**11. INDEMNIFICATION. CONTRACTOR AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, DIRECTORS/TRUSTEES, AGENTS AND OFFICERS, FROM AND AGAINST (I) ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, OBLIGATIONS, DEMANDS, COSTS AND EXPENSES ARISING OUT OF INJURY TO (INCLUDING DEATH OF) ANY AND ALL PERSONS OR DAMAGE TO PROPERTY ALLEGED TO HAVE BEEN CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES OR INVITEES, OR ARISING OUT OF, OR INCIDENTAL, DIRECTLY OR INDIRECTLY, TO THE PERFORMANCE OF THIS AGREEMENT REGARDLESS OF HOW SUCH INJURY, DEATH OR DAMAGE CAUSED, AND (II) ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGE, JUDGMENTS AND EXPENSES CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR OR ANYONE WHO PERFORMS FOR CONTRACTOR.**

**12. No Waiver.** No provision herein shall be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to MCC under Missouri governmental immunities law.

**13. Independent Contractor.** The parties agree the terms of this Agreement do not constitute a formation of a partnership, joint venture, employer-employee, or other relationship and no form of agency exist between the parties. The Contractor represents and warrants that it is now and shall remain a separate and independent entity from MCC. Accordingly, no employee, contractor, subcontractor, supplier, agent, or representative of Contractor shall be deemed to be the employee, contractor, subcontractor, supplier agent, or representative of MCC. Contractor shall have on file with MCC prior to services being performed a Request for Taxpayer Identification Number and Certification form (W-9). Contractor shall be solely responsible for any acts or omissions of its employees, as well as payment of all invoice tax, FICA, FUTA, and other tax liabilities for said employees, and agrees to indemnify MCC in accordance with the indemnification provisions under this Agreement.

**14. Force Majeure.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control (Force Majeure), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provisions shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, strikes, lock-outs, or work stoppages. In the event of a Force Majeure event, either party may give the party written notice thereof within five (5) days of the discovery thereof; said notifying party shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event; provided, however, that in the event a Force Majeure event as described in this section extends for a period in excess of thirty (30) days, either party may immediately terminate this Agreement.

**15. Notices.** All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or

(iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written below.

Notices to MCC shall be sent to:

Attn: Jeff Ullmann, Chief Facilities Officer  
Metropolitan Community College  
3200 Broadway  
Kansas City, Missouri 64111  
Email address for notices: [Jeffrey.Ullmann@mcckc.edu](mailto:Jeffrey.Ullmann@mcckc.edu); [fs.facilities@mcckc.edu](mailto:fs.facilities@mcckc.edu).

Notices sent to Contractor shall be sent to:

Attn: Brian Wagler  
SERVPRO of Lee's Summit  
1001 W. Hunters Ridge  
Lee's Summit, Missouri 64086  
Email address for notices: [bwagler@servprols.com](mailto:bwagler@servprols.com).

**16. Non-Discrimination.** MCC is an equal opportunity/affirmative action employer. If applicable, Contractor, in performing the Services required by this Agreement, agrees to comply with the applicable provision of Executive Order 11246 issued by the President of the United States, September 24, 1965, and the applicable provisions of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the Rehabilitation Act of 1974, all as amended, and to comply with the Rules and Regulations issued thereunder, as set forth at 41 CFR § 10.1-4(a), and 41 CFR § 60-250. Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status or any other status protected by applicable law. **This Contractor and subcontractor shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

**17. Criminal Background Certifications.** Contractor warrants that it, its employees, and its subcontractors have no current, pending or outstanding criminal, civil, or enforcement actions that restrict Contractor's delivery of services under this Agreement. Contractor hereby certifies that it and its respective employees who have continuing duties related to the Agreement and have or will have direct contact with students have not been convicted of a felony. Contractor warrants it shall (i) notify MCC prior to the delivery of services if Contractor or any of Contractor's employees have been convicted of a felony, and (ii) shall notify MCC within three (3) days of a felony conviction of Contractor or any of Contractor's employees during the term of this Agreement. MCC reserves the right to terminate this Agreement, at any time, pursuant to MCC's receipt of notification of a felony conviction of Contractor or any of its representatives.

**18. No Debarment.** Contractor represents that it is not debarred or suspended from doing business with the federal government and/or any state government, and shall notify MCC if it becomes debarred or suspended during the Term of this Agreement.

**19. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

**20. Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**21. Remedies.** All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one (1) remedy will not be an election of that remedy to the exclusion of other remedies.

**22. Successors and Assignments.** This Agreement shall not be assigned by either party without the prior written consent of the other party. Should the Agreement be assigned by consent, unless specifically stated to the contrary in said written consent to such assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**23. Powers and Authority.** Neither party may sign any document, perform any act, make any commitment nor undertaking on behalf of the other party without such other party's express written consent.

**24. No Agency.** Nothing in this Agreement shall create an agency, partnership, or joint venture between MCC and Lessee.

**25. Tobacco-Free Policy.** Lessee agrees to strictly abide by MCC's tobacco-free policy, meaning all types of smoking and smokeless tobacco products are prohibited. At all times, MCC shall have the right to enforce such policy pursuant to the terms of this Agreement and under law.

**26. Compliance with Laws.** During the performance of its obligations under this Agreement, Contractor agrees to comply with and perform the Services hereunder in strict accordance with all applicable federal, state, county, city, and local laws, including without limitation, all codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended. Contractor further agrees to comply with the policies and procedures of MCC, as now existing or hereafter adopted or amended.

**27. Governing Law.** This Agreement is governed by and constructed in accordance with the laws of the state of Missouri.

**28. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

**29. Execution.** This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No member or officer of MCC incurs personal liability by the execution or default of this Agreement. All such liability is released by Lessee as a condition of and consideration of the execution of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

Junior College District of  
Metropolitan Kansas City, Missouri

G & C Restoration, LLC

By: Donald Chrusciel

By: Chad E. Kunkley

Name: Dr. Donald Chrusciel

Name: Chad E. Kunkley

Title: Vice Chancellor/Business Services

Title: Owner

Date: 5/4/2019

Date: 5/20/19

## EXHIBIT A – Scope of Services

Contractor shall provide the Services to MCC as described in the RFP, the Proposal, and as follows:

1. **Locations.** Contractor is responsible to provide Services, upon MCC's request, at the following MCC locations:

- MCC – Administrative Center, 3200 Broadway, Kansas City, Missouri 64111
- MCC – Broadway Plaza, 3217 Broadway, Kansas City, Missouri 64111
- MCC – Health Sciences Institute, 3444 Broadway, Kansas City, Missouri 64111
- MCC – Penn Valley, 3201 Southwest Trafficway, Kansas City, Missouri 64111
- MCC – Maple Woods, 2601 NE Barry Road, Kansas City, Missouri 64156
- MCC – Business & Technology, 1775 Universal Avenue, Kansas City, Missouri 64120, and
- other MCC locations would be included on an as needed basis.

2. **Equipment.** Contractor shall furnish all materials, tools, and equipment necessary to accomplish the service.

3. **Hours of service and Response Time.**

3.1 Contractor shall provide a toll free number that must be attended twenty-four (24) hours a day, seven (7) days a week, with qualified personnel to handle trouble reports from MCC. The method of notification and the assignment of a technician to the call shall be Contractor's responsibility. Time stamp on phone record becomes office notification time.

3.2 When MCC designated emergency calls are received through a third party answering service, Contractor must respond telephonically or in person to MCC regarding its emergency within one (1) hour of the MCC's initial notification.

3.3 Contractor must be on site within three (3) hours of MCC's initial notification to determine the scope of work involved.

3.4 In the event repairs cannot be completed with the initial response, every effort by Contractor shall be made to provide limited repair to allow for effective functioning of MCC.

3.5 Contractor must notify MCC within twenty-four (24) hours upon completion of any service call or inspection with description of what services were completed. Online notification systems preferred, but other media acceptable as noted.

**EXHIBIT B – PROPOSAL FEES SCHEDULE**

**- - - The rest of this page shall intentionally be left blank. - - -**

**Exhibit B - Fee Schedule begins on page 18**

# Exhibit B - Fee Schedule



## TIME AND MATERIALS COMMERCIAL PRICING 1-800-SERVPRO (1-800-737-8776)

### Schedule A: Labor

Category	Proposed Rate	Unit	Category	Proposed Rate	Unit
Project Coordinator	\$130.00	Per Hour	Restoration Supervisor	\$58.00	Per Hour
Project Estimator	\$125.00	Per Hour	Resource Coordinator	\$58.00	Per Hour
Sr. Project Manager	\$115.00	Per Hour	Remediation Technician (mold/lead certified)	\$58.00	Per Hour
Project Manager	\$95.00	Per Hour	CDL Driver	\$55.00	Per Hour
Health & Safety Officer	\$90.00	Per Hour	Skilled Labor/Tradesman	\$54.00	Per Hour
Technical Specialist	\$85.00	Per Hour	Production Technician	\$50.00	Per Hour
Assistant Project Manager	\$75.00	Per Hour	Clerical Administrator	\$40.00	Per Hour
Remediation Supervisor (mold/lead certified)	\$68.00	Per Hour	General Labor	\$32.50	Per Hour
Project Auditor/ Accountant	\$65.00	Per Hour	Management Fee	\$3.50	Per Hour

All labor will be billed at the rates listed in Schedule A.

Management Fee applies to each customer employee on project (if customer wishes to use its own employees) plus Supervisor's hourly rate. Customer is responsible for payroll, taxes, workers' compensation, and benefits for each customer employees on project.

Travel time for personnel will be billed at regular rate.

The hourly scheduled labor rates will be charged portal to portal for all SERVPRO® personnel, labor subcontractors, and subcontractors fulfilling any labor classifications.

When circumstances beyond our control require SERVPRO® personnel to stand-by at the job site, a minimum stand-by charge of six (6) hours will be billed at the regular hourly rate (no overtime).

All hours worked on SERVPRO® recognized holidays (New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, and Christmas Day) will be charged at 2 times the regular rate.

Invoicing standard will be based on state law regarding overtime rates.

All labor is subject to prevailing wage, unionized labor and local labor market requirements. In such events, Prevailing Wage General Labor will be invoiced at cost plus 30% or standard labor rate, whichever is greater.

During the course of performance of work, SERVPRO® may add additional labor classifications to the schedule above at rates to be determined by SERVPRO®.

SERVPRO® reserves the right to change the rate of any and all job classifications affected by market conditions.

Labor Modifier of 1.25 will be applied to the following areas: New York City (75 miles radius from Manhattan); Alaska, Hawaii; Washington, Colorado, Oregon, California, D.C., and other U.S. Territories. 1.25 premium shift may apply.

Schedule B: Consumables									
Consumables Description	Proposed Rate	Unit	Concentrate Ready to Use	Consumables Description	Proposed Rate	Unit	Concentrate Ready to Use		
<b>Cleaning/Disinfectant</b>				<b>Contents</b>					
All Surface Green Clean	\$2.75	Gallon	x	Box - Large	\$5.00	Each			x
All Surface Green Clean	\$44.00	Gallon	x	Box - Legal Size (1.2 cubic feet)	\$5.45	Each			x
Benefect Decon 30	\$69.00	Gallon	x	Box - Medium	\$4.20	Each			x
Benefect Disinfectant	\$78.22	Gallon	x	Box - Small	\$3.80	Each			x
Benefect Disinfectant Wipes	\$59.90	250 ct	x	Foam / Wood Blocks	\$66.00	Box			x
Brite-N-Neutral Cleaner	\$1.65	Gallon	x	Packing Paper (26" x 24" - 140 ct - recycled)	\$39.98	Box/50lb			x
Brite-N-Neutral Cleaner	\$31.90	Gallon	x	Tacky Mats 37" x 26" PAD/30	\$128.00	Each			x
Carpet and Upholstery Green Clean	\$4.02	Gallon	x	Tarp (per square ft)	\$0.30	Each			x
Carpet and Upholstery Green Clean	\$64.90	Gallon	x	Wrap, Bubble - 12" x 125"	\$39.94	Roll			x
CitraSolvent	\$90.86	Gallon	x	Wrap, Shrink 16" x 1500'	\$30.00	Roll			x
Citrus Deodorizer, Water-Based	\$4.88	Gallon	x	<b>Filters</b>					
Citrus Deodorizer, Water-Based	\$41.40	Gallon	x	Filter - Air Scrubber 2000 cfm - HEPA	\$328.58	Each			x
Coil Cleaner	\$17.00	Aerosol/Can	x	Filter - Air Scrubber 2000 cfm - Prefilter	\$6.30	Each			x
Coil Cleaner	\$44.25	Gallon	x	Filter - Air Scrubber 2000 cfm - Secondary per 12 pack	\$133.86	Each			x
Concrobion® Disinfectant	\$55.30	Gallon	x	Filter - Activated Carbon 2000 cfm	\$174.60	Each			x
Defoamer	\$52.62	Gallon	x	Filter - Activated Carbon 500 cfm Generic	\$19.40	Each			x
Duct Sealer	\$74.92	Gallon	x	Filter - Air Scrubber 500 cfm - HEPA-Generac	\$171.42	Each			x
EnviroShield™ Odor and Stain Blocker (Clear/White)	\$300.00	3.5 Gallon Pail	x	Filter - Air Scrubber 500 cfm - Secondary Generic	\$16.26	Each			x
Extreme Laundry Detergent	\$47.58	9 lb. pail	x	Filter - Air Scrubber 500 cfm - Prefilter	\$9.68	Each			x
Extreme Laundry Detergent	\$165.38	35lb pail	x	Filter - Back Pak Vacuum Kit	\$33.80	Each			x
Fire Star	\$63.00	Gallon	x	Filter - Desiccant Dehumidifier - 5000 cfm	\$13.90	Each			x
Fire Star	\$7.90	Gallon	x	Filter - Refrigerant Dehumidifier - 754	\$31.50	Each			x
Flame Stop	\$78.40	Gallon	x	Filter - Upright Vacuum	\$3.50	Each			x
Fuel Oil Degreaser	\$4.74	Gallon	x	Filter - Wet/Dry Vacuum, non-HEPA	\$22.95	Each			x
Fuel Oil Degreaser	\$63.66	Gallon	x	Filter Material, Poly Rolled Medium	\$34.80	Box			x
Furniture Polish	\$14.42	Aerosol/Can	x	Vacuum Cleaner Bags	\$17.60	Pak/10			x
Glass Cleaner, Multi-Purpose	\$7.00	Aerosol/Can	x	Vacuum Cleaner Bags - Back Pack HEPA	\$36.00	Pak/10			x
Glass Cleaner, Ready-To-Use	\$18.36	Gallon	x	Vacuum Cleaner Bags - Canister HEPA	\$25.50	Pak/6			x
Glass Cleaner, Super Concentrate	\$71.92	Gallon	x	<b>Miscellaneous/General</b>					
Heavy Duty Degreaser	\$1.99	Gallon	x	Carpet Protection Film 2' x 200'	\$79.80	Each			x
Heavy Duty Degreaser	\$31.88	Gallon	x	Cleaning Rags	\$5.95	Per lb.			x
Industrial Cleaner	\$2.69	Gallon	x	Cleaning Towel	\$10.60	Dozen			x
Industrial Cleaner	\$43.02	Gallon	x	Cotton Mop Head	\$14.30	Each			x
Lemon Fresh Deodorizer	\$2.06	Gallon	x	Dusting Cloth - Masslin treated	\$53.30	50/Bag			x
Lemon Fresh Deodorizer	\$65.88	Gallon	x	Lay Flat (Roll - 250' x 14")	\$120.00	Each			x
Lemon Oil Polish	\$55.58	Gallon	x	Lay Flat (Roll - 500' x 33")	\$700.00	Each			x
Liquid Emulsifier	\$42.04	Gallon	x	Rayon Mop Head	\$18.54	Each			x
Microban Disinfectant	\$78.00	Gallon	x	Shoe Covers	\$97.00	150/Case			x
Powdered Emulsifier	\$64.92	Gallon	x	Sponge Dry Clean	\$190.00	48/Case			x
Pre-Spray & Traffic Lane Cleaner	\$3.52	Gallon	x	Trash Bags, Contractor - 3 mil	\$50.00	Box 50			x
Pre-Spray & Traffic Lane Cleaner	\$56.30	Gallon	x	Trash Bags, Environmental 6 mil	\$50.00	Box 20			x
Rusticide	\$28.00	Quart	x	Wall Zippers (2 pack)	\$30.50	Each			x
SERVPRO Green	\$21.72	Gallon	x	Zip Ties 14" - Industrial	\$21.55	Pak/20			x
SERVPRO Orange	\$42.80	Gallon	x	Zip Ties 36" - Industrial	\$34.40	Pak/10			x
SERVPRO Orange Plus	\$58.00	Gallon	x	Zip Ties 48" - Industrial	\$46.25	Pak/10			x
Shampoo Super Concentrate	\$1.99	Gallon	x	<b>Safety</b>					
Shampoo Super Concentrate	\$63.54	Gallon	x	Gloves, Chemical Resistant	\$82.40	Dozen			x
Smoke Deodorizer	\$116.50	Gallon	x	Gloves, Leather Safety/Work	\$96.00	Dozen			x
Solvent Additive	\$86.60	Gallon	x	Gloves, Nitrile/Latex	\$25.12	Box/100			x
Sporicidin	\$59.90	Gallon	x	Hearing Protection	\$24.50	20/box			x
Stainless Steel Cleaner	\$12.78	Aerosol/Can	x	PPE Package (**)	\$35.00	Day/ Per Person			x
Stone and Porcelain Cleaner	\$35.90	Gallon	x	Respirator Cartridges - Ammonia	\$24.40	Each			x
Tile & Grout Cleaner	\$30.80	Gallon	x	Respirator Cartridges - Organic	\$22.90	Each			x
Ultra Content CleanER	\$53.00	5 Gallon	x	Respirator N 95 Paper Respirator	\$41.20	Box/20			x
Ultrasonic Cleaning Agent	\$46.14	5 Gallon	x	Safety Goggles (Chemical Splash)	\$18.90	Each			x
Upholstery/Draperly Solvent, Heatable	\$58.34	Gallon	x	Safety Glasses	\$4.50	Each			x
Vanquish	\$49.90	Gallon	x	Tyvek (Bio-Shield Coveralls)	\$206.00	Case/25			x
Wall and All Plus	\$49.60	Gallon	x	<b>Tapes/Adhesives</b>					
Wall and All Surface Cleaner	\$42.66	Gallon	x	Spray Adhesives	\$24.00	Aerosol/Can			x
Wall Rinse	\$44.76	Gallon	x	Tape, Caution 3" x 1000' HDX	\$15.94	Roll			x
Window Green Clean	\$19.78	Gallon	x	Tape, Duct - 2" x 60 yds.	\$11.00	Roll			x
Wintergreen Deodorizer	\$51.20	Gallon	x	Tape, HVAC 2" x 50 yds.	\$21.00	Roll			x
				Tape, Painter (Blue) 2" x 60yds.	\$13.16	Roll			x
				Tape, Poly/Box - 2" x 109 yds.	\$7.94	Roll			x
<b>Containment</b>									
Eco Board Floor Protection 38" x 100' - Roll	\$118.00	Each	x						
Floor Protection 15" x 1,100' - Roll	\$228.00	Each	x						
Plastic Sheeting .31 mil - 12' x 400' - Roll	\$50.00	Each	x						
Plastic Sheeting 4 mil - 20' x 100' Roll	\$96.00	Each	x						
Plastic Sheeting 6 mil - 20' x 100' Roll	\$196.00	Each	x						
Plastic Sheeting 6 mil - Fire Retardant 20' x 100' - Roll	\$331.00	Each	x						
Plastic Sheeting Hangers - Blue	\$510.00	Case	x						
During the course of performance of the work, SERVPRO® may add additional consumables to the Rate Schedule.									
SERVPRO® reserves the right to adjust the unit rate of scheduled consumables affected by market conditions.									
Non-scheduled materials purchased for the benefit of the project will be billed at cost plus 10% and 10%.									
**PPE Package (Includes Respirator - Full or Half Mask, Hard Hat, Safety Glasses, N-95 Dust Mask, Gloves (Latex), Safety Vest, Ear Plugs, Tyvek Suit, Knee Pads); This rate is based on normal usage, additional charges will be added for jobs requiring heavy usage.									

**Schedule C: Equipment**

Equipment Description	Proposed Rate	Unit	Equipment Description	Proposed Rate	Unit
<b>Air Mover/Compressor</b>			<b>Power</b>		
Air Compressor, Portable	\$40.00	Ea/Day	100' Cable	\$35.00	Ea/Day
Air Mover, Axial	\$42.00	Ea/Day	50' Cable	\$27.50	Ea/Day
Air Mover, Carpet	\$30.00	Ea/Day	Cable Ramps	\$15.95	Ea/Day
Air Scrubber, 2000 cfm	\$150.00	Ea/Day	Generator Cable, 5 Band	\$75.00	Ea/Day
Air Scrubber, 500 cfm	\$75.00	Ea/Day	Generator, 20k W	\$365.00	Ea/Day
<b>Blast/Power Wash Units</b>			Generator, 50k W	\$725.00	Ea/Day
Fogger/Macromist	\$40.00	Ea/Day	Generator, 100k W	\$815.00	Ea/Day
Fogger/Thermal	\$120.00	Ea/Day	Generator, 150k W	\$975.00	Ea/Day
Media Blasting Machine	\$475.00	Ea/Day	Generator, 200k W	\$975.00	Ea/Day
Pressure Washer	\$125.00	Ea/Day	Generator, Portable	\$124.50	Ea/Day
Pressure Washer - Hot	\$176.00	Ea/Day	Power Distribution, 100-200 Amp	\$120.00	Ea/Day
<b>Cleaning - Vacuum Extraction</b>			Power Tools	\$28.50	Ea/Day
Canister HEPA Vac	\$183.00	Ea/Day	Spider Box	\$75.00	Ea/Day
Insulation Vacuum	\$325.00	Ea/Day	<b>HVAC</b>		
Orbital Floor Machine	\$42.50	Ea/Day	HVAC Cleaning System (**)	\$560.00	Ea/Day
Portable Carpet Machine	\$325.00	Ea/Day	Video Inspection	\$250.00	Ea/Day
Portable Dry Cleaning Machine	\$325.00	Ea/Day	<b>Pumps</b>		
Portable Extractor	\$148.00	Ea/Day	Pump - Sump	\$63.00	Ea/Day
Portable Fuel Cells	\$25.00	Ea/Day	Pump - Trash	\$135.00	Ea/Day
Truck Mount Carpet Machine	\$475.00	Ea/Day	<b>Safety</b>		
Rover Extraction Unit	\$198.00	Ea/Day	Personal Fall Protection	\$55.50	Ea/Day
Ultrasonic Cleaning Machine	\$375.00	Ea/Day			
Vacuum - Upright Vacuum Cleaner	\$26.25	Ea/Day	<b>Site Services</b>		
Vacuum - Back Pack, HEPA	\$125.00	Ea/Day	2-Way Radio/ Communication	\$25.00	Ea/Day
Vacuum - Wet/Dry	\$50.00	Ea/Day	Demo Carts	\$20.00	Ea/Day
Vapor Shark	\$76.50	Ea/Day	Floor Scraper, Electric	\$125.00	Ea/Day
<b>Drying Equipment</b>			Lighting - 100' String Lights	\$25.00	Ea/Day
Camera, Infrared	\$150.00	Ea/Day	Lighting - 50' String Lights	\$16.00	Ea/Day
Dehumidifier - Large Commercial >25 Gallon	\$145.00	Ea/Day	Lighting - Demo Lights	\$25.00	Ea/Day
Dehumidifier - Medium Commercial <25 gallon	\$105.00	Ea/Day	Lighting - Tower Mobile	\$155.00	Ea/Day
Desiccant, 1,000 cfm	\$575.00	Ea/Day	Lighting - Wobbles	\$43.50	Ea/Day
Desiccant, 3,000 cfm	\$975.00	Ea/Day	Lock-Out/Tag-Out Kit	\$25.00	Ea/Day
Desiccant, 5,000 cfm	\$1,475.00	Ea/Day	Scaffolding, Bakers (per section)	\$42.50	Ea/Day
Desiccant, 10,000 cfm	\$2,175.00	Ea/Day	Mobile Office Equipment (p/k/a Accounting Package) (**)	\$65.00	Ea/Day
5000 cfm Desiccant Package Unit (**)	\$2,600.00	Ea/Day	<b>Vehicles/Trailers</b>		
Desiccant, 15,000 cfm	\$3,900.00	Ea/Day	Vehicle - Auto/Pick-up	\$125.00	Ea/Day
Dry Force Injectidry (Wall Cavity)	\$130.00	Ea/Day	Vehicle - Box Truck	\$175.00	Ea/Day
DX Unit 1 ton	\$275.00	Ea/Day	Vehicle - Cargo Van	\$125.00	Ea/Day
DX Unit 10 Ton	\$975.00	Ea/Day	Vehicle - Mobile Command Center	\$500.00	Ea/Day
DX Unit 25 Ton	\$1,225.00	Ea/Day	Vehicle - Onsite Recovery Trailer (53')	\$165.00	Ea/Day
Flex Duct	\$25.00	Ea/Day	Vehicle - Semi-Tractor	\$350.00	Ea/Day
Moisture Mapping Kit (**)	\$125.00	Ea/Day	Vehicle - Trailer	\$125.00	Ea/Day
Temporary Heat: 150k-200k BTU	\$750.00	Ea/Day	Golf Cart/Utility	\$35.00	Ea/Day
Temporary Heat: 200k-300k BTU	\$1,050.00	Ea/Day			
Temporary Heat: 300k-450k BTU	\$1,250.00	Ea/Day			
Desiccant Door Kit - Total/one time charge	\$325.00	Per Opening			
<b>Odor Control</b>					
Airless Sprayer	\$125.00	Ea/Day			
Hydroxyl	\$300.00	Ea/Day			
Ozone Generator, Activated Oxygen	\$125.00	Ea/Day			

**3% Small Tools Charge (i.e., Small tools charges are calculated on the "hands on" working labor dollars. This would include Supervisor and below classifications that are on site full-time.)**

Scheduled prices do not include fuel; Fuel will be billed at cost plus 10% and 10%.

The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day.

During the course of performance of work, SERVPRO may add additional equipment to the schedule.

SERVPRO® shall invoice the customer for the transportation of equipment and materials to the project, and for the return of equipment and materials back from the project at cost plus 10% and 10% for 3rd party vendors. Transportation by SERVPRO® Staff will be invoiced at the scheduled rates.

\*\*HVAC Package includes: Negative Air Machine, Compressor, Portable Cleaner, and WIP Kit.

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

\*\*Moisture Mapping Kit includes: Thermal Hygrometer, Moisture Meter (with Probes), Thermal Imaging System

\*\*Mobile Office Equipment includes the following: Portable computers, Monitors, tablets, applicable software, printers, scanners, general office equipment, etc.

Non-scheduled equipment rented for the benefit of the project will be billed at cost plus 10% and 10%.

## Small Tools Itemized

### Descriptions:

Adjustable Wrenches	Gang Boxes	Scrapers
Bar, Flat Pry	Generator Aux. Adapter 220 V	Shovels
Barrel Pumps	GFI Scraper, Long Handle	Siphone Pump
Blades - Replacement on all saws, sawalls, razor knives and demo	Hammers	Small Power Tools
Bolt cutters	Hand Sanitizer	Small Tools - pliers, screw drivers, etc.
Brooms (Corn, Street and Push)	Hand Truck	Smocks, Vests and T-shirts
Brushes - All types	Hog Rings	Spray Bottles and Triggers
Buckets - All types	Hot Rings/Pliers	Squeegees
Bulb, Replacement	Ice Chests	Staple Guns
Cell phones and all associated charges	Inventory Tags	Table
Chain 25' Length	Ladders - All Sizes	Tape Gun
Chain Saws - gas and electric	Laundry cost for reuse of rags will be paid at cost plus 10%	Tool Box
Chains	Laundry cost for Smocks - T-shirts, Etc.	Tool Kit (Mechanical)
Chairs	Locks	Trash Barrel
Chalk and Chalk Line	Mop Buckets	Unger Poles
Demo Tools	Mop Handles	Utility Knives
Dolly's (2 and 4 wheel)	Mop Wringers	Wash Tubs
Drill bit set	MSDS	Water Cooler
Drills	O2 Meters	Water Hose
Drinking Cups	Pallet Jacks - All Types	Water hose spray nozzle
Dust Pans	Pump Sprayers - all types including Hudson	Water Hose Y Connector
Dusters	Putty Knife	Water Retention Devices
Electric Heaters less than 15kw	Repair Kit - Hose, Airless, Electric	Wheelbarrow
Extension Cords	Rope 50", Nylon, Hemp	
Fire Extinguishers	Roto Zips	
First Aid Kits	Sanders	
Flash Lights	Saw, Demo	
Fuel Cans	Saw, Hack	
Funnel, Small	Scissors	

Small tools charges are calculated on the "hands on" working labor dollars. This would include Supervisor and below classifications that are on site full-time.

**Schedule D: Reimbursables**

**Subcontract**

Subcontract includes various trades and site services required in the performance of the project and will be invoiced 10% Overhead and 10% Profit.

**Equipment**

Equipment rented for the benefit of the project will be billed at cost plus 10% and 10%.

SERVPRO® shall invoice the customer for the transportation of equipment and materials to the project, and for the return of equipment and materials back from the project at cost plus 10% and 10% for 3rd party vendors. Transportation by SERVPRO® Staff will be invoiced at the scheduled rates.

**Schedule E: Miscellaneous**

**Materials:**

Materials purchased for the benefit of the work will be billed at cost plus 10% and 10%.

**Mobilization:**

SERVPRO® shall be reimbursed for travel expenses and documented costs below:

- Hotel: Cost plus 10% and 10%.

- Per Diem: \$45 per person/per day or subject to local GSA rates, whichever is higher, plus 10% and 10%.

- Rented Vehicles: Cost plus 10% and 10%.

- Airfare: Cost plus 10% and 10%.

- Transportation: SERVPRO® will invoice the Customer for transportation of equipment and materials utilized for the benefit of the project at a cost plus 10% and 10%.

- Meals: Provided for General Labor for the benefit of the project will be charged at cost plus 10% and 10%.

**General Provisions:**

The rates contained in this schedule are exclusive of any associated permits or fees. Those permit costs and fees shall be billed by the company to the Customer, and shall be compensated for all such costs on the basis of actual costs incurred for such items plus 10% and 10%.

The rates contained in this schedule are exclusive of any Federal, State and Local Sales or Use Taxes.

Assignment of Contract: Periodically, SERVPRO® Franchise Operators will work in conjunction with other SERVPRO® Franchise Operators to perform necessary services. This agreement authorizes additional SERVPRO® Franchises to act on behalf of the SERVPRO® Franchise noted on this contract.

Bonding will be invoiced at 5% of job, as required.

**Billing and Payment**

Invoices generated in accordance with the SERVPRO® Time and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there any disputed charges on any invoice these should be clearly identified in writing within 30 days. Undisputed charges are due immediately and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1.5% per month or the maximum allowable by law, or 2) as specified in the terms and conditions of the applicable contract. Applicable collection Attorney fees will be charged for any services required as a result of delayed payment.

Agreed and accepted on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Client's Signature \_\_\_\_\_ Provider's Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Franchise Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_ d/b/a SERVPRO® of \_\_\_\_\_

City, State and Zip \_\_\_\_\_ Entity Type \_\_\_\_\_

Corporation  LLC  Partnership or  Sole Proprietorship