

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MAY 8, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were no virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 8th day of May, 2023 (others were allowed to listen to the meeting by way of Internet video conference). Council President Virginia Smith called the pre-meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Lloyd C. Shelton
Gerald A. Garner
Graham L. Smith
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

1. AGENDA

1. Residents to address the City Council regarding the ban on dogs on public playing fields

Teresa Callahan-78 Vine Street

- Present because dogs were banned from using the parks, fields, and playgrounds that are available to children
- Dogs were banned due to irresponsible pet owners not picking up pet feces
- Wants the council to consider a compromise to allow the dogs back on the field
- The community green spaces include the school fields
- Received an email stating dogs were not allowed on field
- Feels like she should be able to allow her dog to have access to the field due to her paying taxes
- Dogs are not the only ones that mess up the field, children throw trash on the field
- Stated she is a tax payer and has a right to utilize the field
- Suggested the Parks and Recreation hire someone to maintain field by picking up feces

Jim Parrish

- Recently moved to Mountain Brook from Florida
- Decided to move to Mountain Brook because of the dog community
- Went from loving Crestline to not loving Crestline as much when the dogs were banned from the fields
- Inquired as to the reason the dogs were banned from the fields

Virginia Smith-Council President

- The dogs were banned due to 1) having to clean feces from the field and 2) safety concern

Valerie Williams-120 Camellia Drive

- Is in agreement that dogs should not be allowed during school or events
- Inquired as to if there is a time that the dogs would be allowed on the field
- Do not want to teach children that it is all or nothing and some get something while others get nothing
- Want to teach children that there is a happy medium where everyone can get something of what they want

Stewart Welch-Mayor

- Even when individuals pick up after their dog, there is still residual feces left on the field
- Have tried multiple things with no success

Billy Pritchard-Council President Pro Tempore

- There have been conflicts from dogs running loose
- Safety is very important

Valerie Williams

- Stated if individuals had to get a license to have dog on the field, the money from the license fee could pay for someone to come clean the field

Jim Parrish

- One solution that Florida uses: Have individuals pay \$100 a year for a permit per dog, a tag must be worn by dog at all times, fine individuals \$250 who do not have a permit or a tag for their dog

Virginia Smith

- Propose putting a smaller group together to discuss options

Teresa Callahan

- Proposed solution: 1)no dogs on field when schools or sports (practice or games) are in session 2)Have a time slot that allows dogs on fields

Frank Caley-Mountain Brook Athletics

- Mountain Brook Athletics try to cooperate and share space as much as they can
- Want to provide a safe outlet for the children to play
- Problem: More than one occasion of dogs urinating on water bottles, more than one occasion of children sliding in feces, and the threat of violence from the dogs
- Had to cancel practices due to dogs taking balls from the field
- The most important issue is the safety of the children, some dogs are not well behaved

Richard "Dicky" Barlow-Mountain Brook Superintendent

- Teachers express that there is feces all over the fields
- Dogs have also jumped on kids and one teacher was bitten by a dog
- The Mountain Brook school system is not interested in sharing the field when it causes a problem

Virginia Smith

- Will organize a small committee to see if they can find a resolution

2. Jemison Park bids

Virginia Smith-Council President

- This item will not be heard today

3. Property swap with the Board of Education: Tot Lot and Crestline Field

Billy Pritchard-Council President Pro Tempore

- When the Crestline gym was done, it was determined the Crestline Field is in the legal title of the City of Mountain Brook
- The property was bought in 1942 and was originally platted residential lots
- The title is due to be in the Board of Education's name
- The Tot Lot has been determined to be in the Board of Education's name and is due to be in the City of Mountain Brook's name
- Verified the titles with title searches
- Proposal is for each entity to put the correct title back to its intended name

Whit Colvin-City Attorney

- Will get resolution ready for the next council session on May 22nd, 2023

4. Review of the other matters to be considered at the formal (7:00p.m.) meeting

2. EXECUTIVE SESSION

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a matter of litigation and that the City Council shall reconvene upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council President Virginia Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Gerald A. Garner
Graham L. Smith
Lloyd C. Shelton

Nays: None

3. ADJOURNMENT

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the pre-meeting at approximately 6:39 pm.

4. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on May 8, 2023, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council May 22, 2023

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MAY 8, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There was 1 virtual attendee at the meeting]

The City Council of the City of Mountain Brook, Alabama met in person at 7:03 p.m. on the 8th day of May, 2023 (others were allowed to listen to the meeting by way of Internet video conference). Council President Virginia Smith called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Lloyd C. Shelton
Gerald A. Garner
Graham L. Smith
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

The Council President Virginia Smith stated that a quorum was present and that the meeting was open for the transaction of business

1. NATIONAL POLICE OFFICER APPRECIATION WEEK PROCLAMATION (EXHIBIT 1)

Stewart Welch-Mayor

- Presented Proclamation No. 2023-074 to Chief Jaye Loggins

Jaye Loggins-Police Chief

- Thanked the council and residents for their support

2. CONSENT AGENDA

Council President Virginia Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the April 25, 2023, regular meeting of the City Council

2023-074	Police Week Proclamation	Exhibit 1
2023-075	Support the Red Mountain Cut Foundation and the Jefferson County Commission’s TAP proposal for 21st Avenue South	Exhibit 2
2023-076	Authorize the sale or disposal of certain surplus property	Exhibit 3, Appendix 1
2023-077	Ratify the authorization and service contract with Servpro for restoration services at O’Neal Library	Exhibit 4, Appendix 2

2023-078 Ratify the settlement agreement with the Gilberts

Exhibit 5

Thereupon, the foregoing minutes, proclamation, and resolutions (Nos. 2023-074 through 2023-078), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes, proclamation, and resolutions were then considered by the City Council. Council Member Garner seconded the motion to adopt the foregoing minutes, proclamation, and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Lloyd C. Shelton
Gerald A. Garner
Graham L. Smith

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes, proclamation, and resolutions (Nos. 2023-074 through 2023-078) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

3. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is May 22, 2023, 7:00p.m.

4. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:10 p.m.

5. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on May 8, 2023, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council May 22, 2023

EXHIBIT 1

PROCLAMATION NO. 2023-074

WHEREAS, in 1963 the Congress of the United States and President John F. Kennedy proclaimed May 15 as Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, National Police Week is a collaborative effort of many organizations dedicated to honoring America's law enforcement community; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Mountain Brook Police Department; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and died or been killed in the line of duty, including Sergeant Freddie Jackson Harp, Officer George Todd Herring, and Officer Theron Houlditch of the Mountain Brook Police Department; and

WHEREAS, the members of the Mountain Brook Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Mountain Brook; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their law enforcement agencies, and that members of the Mountain Brook Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the men and women of the Mountain Brook Police Department unceasingly provide a public service in a professional and courteous manner;

NOW, THEREFORE BE IT RESOLVED, I Mayor Stewart H. Welch III of the City of Mountain Brook, Alabama, do hereby proclaim the week of May 14th through 23rd, 2023, as Police Week and call upon all citizens of Mountain Brook to observe the 15th day of May 2023, as National Peace Officer's Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to the City of Mountain Brook and also, honor those survivors of our fallen heroes.

EXHIBIT 2

RESOLUTION NO. 2023-075

WHEREAS, the Red Mountain Cut Foundation in coordination with the Jefferson County Commission, is pursuing a TAP grant for 21st Avenue South to make streetscape improvements and provide a safer, inclusive pedestrian and cycling experience; and

WHEREAS, the improvements that are situated between the Cities of Homewood and Mountain Brook, and within the City of Birmingham, are sorely needed; and

WHEREAS, the improvements will connect future paths to the Red Rock Trail Master Plan in Jefferson County; and

WHEREAS, the proposed sidewalks will link Vulcan Park and English Village in Mountain Brook, and

WHEREAS, the enhancements include, bike lanes, accessible sidewalks, parallel parking, relocating light poles, fixtures, street trees, and resurfacing; and

WHEREAS, the enhancements will ensure the area will remain a comfortable, safe, and an attractive place to call home;

THEREFORE BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby supports Red Mountain Cut Foundation and the Jefferson County Commission's TAP proposal and hopes all bodies reviewing the proposal will give favorable consideration to the application and underlying efforts.

EXHIBIT 3

RESOLUTION NO. 2023-076

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following equipment, as described in the form as attached hereto as Exhibit A, owned by the City of Mountain Brook, Alabama are no longer needed for public or municipal purposes and is hereby declared surplus property; and

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of said items not sold.

APPENDIX 2

EXHIBIT 4

RESOLUTION NO. 2023-077

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies the authorization and service contract, attached hereto as Exhibit A, between the City and the Servpro for water mitigation and damage repair at O'Neal Library due to a pipe busting in the building's fire suppression system.

APPENDIX 3

EXHIBIT 5

RESOLUTION NO. 2023-078

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies the confidential settlement agreement, attached hereto as Exhibit A, between the City and the Gilberts.



660

Heather Richards <richardsh@mtnbrook.org>

MINUTE BOOK 93

Surplus

for govdeal auction

1 message

Gilbert Aban <abang@mtnbrook.org>

Tue, Apr 11, 2023 at 1:52 PM

To: Heather Richards <richardsh@mtnbrook.org>, Steve O'Dell <odells@mtnbrook.org>

2 Lenovo thinkservers
1s379623u3aaa0l
1s379623u3aaa0x

2 HP proliant dl380
2ux560000k
2ux541038c

Thank you,

Gilbert Aban

INFORMATION TECHNOLOGY



City of MOUNTAIN BROOK
1 4 1912

(p) 205 802 3819
(f) 205 874 0619
(e) abang@mtnbrook.org
(w) www.mtnbrook.org
(a) 56 Church St. Mountain Brook, AL 35213

Avoid Malware and Scams -Always stop, look, and think before you click!

1. Don't click on suspicious e-mail attachments: Most viruses and worms arrive on your PC in the form of e-mail attachments.
 2. Be cautious of the return address: Though an e-mail message may claim it's from your bank, your ISP, or even your boss, that doesn't mean it is.
 3. Be cautious of the message: To persuade you to launch a virus-laden mail attachment or provide your personal information, virus authors must earn your trust.
 4. Be cautious of the link: A link in an e-mail message that claims to point to a bank (ex.) web site may not really go there.
- *** If you suspect or detect any suspicious activity please notify us immediately. ***

Office Chairs – 4

Adjustment knobs are broken.

The library does not have a loading deck, and staff are not available to assist with moving/loading.



APPENDIX 1

<https://mail.google.com/mail/u/0/?ik=80e4775052&view=pt&search=all&permthid=thread-f:1762907074248126012&siml=msg-f:1762907074248126012> 1/1

Seville Classics Wire shelving – 16

About 48"W, 18"D

The library does not have a loading deck, and staff are not available to assist with moving/loading.



Part of a desk – About 34"D X 41"W

Includes some metal pieces.

The library does not have a loading deck, and staff are not available to assist with moving/loading.



Pieces of metal – various sizes

The library does not have a loading deck, and staff are not available to assist with moving/loading.



Table – 1

About 28.5" tall, 59" wide, 17.5"

The library does not have a loading deck, and staff are not available to assist with moving/loading.



Miscellaneous Decorative Holder

About 17.25" at the base

The library does not have a loading deck, and staff are not available to assist with moving/loading.



Magazine Holders - 23

About 3.75" x 10" x 11.5"

The library does not have a loading deck, and staff are not available to assist with moving/loading.





Authorization and Service Contract

The Service Contract (the Contract) is entered into on this 5th day of May, 2023, by and between OAT, LLC ("Service Provider"), an independently owned and operated franchise, and ("Customer"). Address: 50 Oak Street City: Mountain Brook State: AL Zip: 35213

Customer shall fail to pay any periodic installment payment, such failure shall constitute a breach authorizing Service Provider to cease work without breach pending payment or resolution of any dispute.

- 1. Services: Service Provider hereby agrees to furnish all labor, materials, equipment, and subcontracted items reasonably necessary to complete the work described in the Scope of Work (Exhibit A).
2. Term: This Contract shall commence on the date signed below and shall continue until the services set forth in the Scope of Work and any applicable change order(s) ("Services") have been completed.
3. Price: Work performed hereunder shall be priced according to the Time and Materials Commercial Pricing (Exhibit B), plus any applicable taxes and costs, permits, fees, special licenses, and other reasonably necessary expenses and permitted subcontractors (cumulatively, "Charges").

- 4. Responsibility for Payment: By signing below, Customer hereby instructs Customer's insurance carrier to pay Service Provider directly for Services, emergency or otherwise, less any deductible actually paid by Customer.
5. General Lien: Customer agrees that Service Provider shall have a general lien on any and all real and personal property of the Customer and in Customer's possession, custody, or control for all claims, Charges, or advances incurred by Service Provider generally and under this Contract.
6. Environmental: Customer represents and warrants that no hazardous materials and/or hazardous substances as defined by law are present at the property location.

Invoicing and Payment: Service Provider shall submit to Customer itemized invoice(s) setting forth the total Charges due. Customer agrees to pay such fees and charges for the Scope of Work in accordance with the following schedule:

- a. \$ on or before
b. \$ on or before
c. The balance of fees and charges for the Scope of Work and change orders shall be paid within thirty (30) days from the Customer's receipt of the final invoice.

If payments are not received within thirty (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 month; or (2) the maximum lawful interest rate permitted by applicable law. In the event

Mold remediation, if any, must be set forth in the Scope of Work and must be directed by an Industrial Hygienist protocol and clearance testing.

- 7. Disposal: Disposal of any hazardous material and/or hazardous substances (including specimens or samples) agreed to be performed by Service Provider under this Contract will be made in the name of the Customer and under any Customer generator number or other identification of the Customer.
8. Limited Warranty: SERVICE PROVIDER WARRANTS FOR TWO YEARS THAT THE WORKMANSHIP OF THE SERVICES PERFORMED PURSUANT TO THIS CONTRACT WILL BE OF THE QUALITY GENERALLY ACCEPTED IN THE EMERGENCY PROPERTY DAMAGE WATER, FIRE AND SMOKE CLEANUP, MITIGATION/RESTORATION, AND MOLD REMEDIATION SERVICES INDUSTRY.

APPENDIX 2

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DocuSign Envelope ID: 53F747BC-F01D-45CA-AFA7-4132698D302E

WARRANTED BY A MANUFACTURER WILL BE GOVERNED BY THAT WARRANTY, AND SERVICE PROVIDER WILL TAKE ALL STEPS NECESSARY TO TRANSFER ANY SUCH WARRANTY TO THE CUSTOMER. THE PARTIES SPECIFICALLY AGREE AND STIPULATE THAT THERE IS NO OTHER WARRANTY OF ANY TYPE OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, CONSUMER WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSES, AND/OR WARRANTY OF MERCHANTABILITY.

- 9. Causes Beyond Control: Service Provider shall not be liable for any delay due to circumstances beyond the control of Service Provider including, but not limited to, flood, fire, strikes or other labor difficulty, act of God, casualty, unavailability of materials, weather conditions, building department requests, intervention by governmental authority, civil disturbance, sabotage, fuel or energy shortage, transportation delay, equipment breakdown, natural catastrophes, inability to obtain necessary labor, materials or manufacturing facilities, or any other cause beyond Service Provider's reasonable control.
10. Consents and Permits: Any Federal, State, or Local permits or consents required for the performance of the Scope of Work are the responsibility of the Customer; provided that, if made a part of the Scope of Work, Service Provider may obtain such permits and consents at Customer's expense.
14. Indemnity: Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, franchisor, officers, permitted subcontractors, employees, and agents from and against any and all claims, demands, causes of action, and liabilities of any nature, including without limitation damages to property or personal injury and/or condition of the property, to the extent that any such claim, demand, cause of action, and/or liability arises out of or is related to the breach of contract, negligence, or other fault of the indemnifying party.
12. Cancellation: Service Provider shall have the right to cancel, cease, or postpone any incomplete work without notice to Customer in the event that Customer becomes insolvent, is adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, does not pay Service Provider, or becomes unable to meet its financial obligations in the normal course of business.
13. Limitation of Liability: In no event shall Service Provider, its owners, officers, directors, employees or agents, Franchisor, or affiliates be responsible for indirect, special, nominal, incidental, punitive, or consequential losses or damages, or for any penalties, regardless of the legal or equitable theory asserted, including contract, negligence, warranty, strict liability, statute, or otherwise.
14. Jurisdiction and Governing Law: The parties hereby irrevocably consent to the jurisdiction of the state or federal courts of the State of in connection with any action or proceeding arising out of or relating to this Contract, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Contract, or a breach of this Contract or any such document or instrument. This Contract shall be construed in accordance with the laws of the State of .
15. Entire Agreement: This Contract and the Exhibits hereto comprise the complete and entire agreement of the parties respecting the Services to be performed. No engagements, promises, representations, or warranties have been made by either party except as is expressly stated in this Contract and its Exhibits. All modifications to the Contract shall be in writing, signed by both parties hereto. The express written terms and conditions in the Contract apply in lieu of any course of dealing between the parties or usage of trade in the industry.

- 16. Waiver of Rights: A failure to either party to exercise any right provided herein shall not be deemed to be a waiver of any rights hereunder.
17. Right to Repair/Limitations Period: Any claim by Customer for faulty performance, non-performance, or breach under this contract shall be made in writing to Service Provider within ninety (90) days after the earlier of completion of the work or date any such performance, non-performance, or breach would have been discovered exercising reasonable diligence. Failure to make such a written claim for any matter which could have been corrected by Service Provider shall be deemed waived by Customer. No action, regardless of form, relating to the subject matter of this contract may be brought more than one year after such date.
18. Prevailing Rate: If in an unforeseen circumstance a prevailing rate is instituted, Customer agrees that labor rates will be adjusted accordingly.
19. Captions: The captions and headings throughout this Contract are for convenience only. They are not part of this Contract and shall not be used in construing it.
20. Severability: If any provision of this contract is found to be ineffective, unenforceable, or illegal for any reason under present or future laws, such provision shall be fully severable, and this contract shall be construed and enforced as if such provision never comprised a part of this contract. The remaining provisions of this contract shall remain in full force and effect and shall not be affected by the ineffective, unenforceable, or illegal provision or by its severance from this contract.
21. Attachments: The following documents (if box is checked) are attached and incorporated herein by reference:

- Exhibit A, Scope of Work
Exhibit B, Rate Schedule

Agreed to and accepted this 5th day of May, 2023.

SERVPRO of: Customer (Authorized Signer):
Name: Davis Higgins Name:
Title: Manager Title: Director



Time and Materials Commercial Pricing
1-800-SERVPRO (1-800-737-8776)

MINUTE BOOK 93

Schedule B - 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

January 2023

Page 1 of 13

Initial:

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	•	
Coll 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 Pall		•
Extreme Laundry Detergent	\$60.48	9 lb. pall		•
Extreme Laundry Detergent	\$209.99	35lb pall		•
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 B15 HDC 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	•	

January 2023

Page 2 of 13

Initial:

APPENDIX 2

DocuSign Envelope ID: 53F747BC-F01D-45CA-AFA7-413289D302E

Consumables Description:	Rate:	Unit:	Concentrate:	Ready to Use:
Cleaning/Disinfectant (continued)				
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	\$36.07	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/Drapery 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		•

January 2023

Page 3 of 13

Initial:

DocuSign Envelope ID: 63F747BC-F01D-45CA-AFA7-413289D302E

Consumables Description:	Rate:	Unit:
Containment		
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
Contents		
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
Filters		
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 Pak HEPA	\$43.16	Pak/10
Vacuum Cleaner Bags - Canister HEPA	\$30.57	Pak/6

January 2023

Page 4 of 13

Initial:

Consumables Description:	Rate:	Unit:
Miscellaneous/General		
Carpet Protection Film 2' x 200'	\$95.66	Each
Cleaning Rags	\$7.13	Per lb.
Cleaning Towel	\$12.71	Dozen
Cleaning Towel (Microfiber)	\$3.95	Dozen
Cotton Mop Head	\$19.18	Each
Dusting Cloth - Masslin treated	\$63.90	50/Bag
Lay Flat (Roll - 25' x 14")	\$143.86	Each
Lay Flat (Roll - 50' 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
Safety		
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
Tapes/Adhesives		
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

Initial: IG

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

Initial: IG

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 - Wobblers	\$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

Initial: IG

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	

Initial: IG

May 8, 2023

Label Description
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 franchisees 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.

January 2023

Page 9 of 13

Initial: 

Restoration Services Labor Descriptions
Restoration Supervisor – Has developed expertise through project experience and supervises all labor classifications to ensure quality production but does not participate in the physical completion of tasks, other than training and coaching 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.

January 2023

Page 11 of 13

Initial: 

Restoration Services Labor Descriptions
Project Coordinator – coordinates activities and assignments of designated projects to ensure 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 – Has developed expertise through project experience and 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.

January 2023

Page 10 of 13

Initial: 

Consumables Description
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 Description
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: <ul style="list-style-type: none"> 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 reimbursable 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.

January 2023

Page 12 of 13

Initial: 

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; 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:

Blank space for date entry.

Client's Signature:

Provider's Signature:

[Handwritten Signature]

[Handwritten Signature]

Client Printed Name:

Franchise Legal Name:

Lindsay Gardner

Wilson Recon DRT, LLC

Project Address:

d/b/a SERVPRO® of:

50 Oak Street, Mountain

City, State and Zip:

Provider is an independently owned and operated SERVPRO franchise.