

## **MASTER AGREEMENT FOR LOGISTIC SERVICES DURING STORM RESTORATION**

THIS CONTRACT made and entered into by and between \_\_\_\_\_  
\_\_\_\_\_ (the “Company”) and Storm  
Services, LLC a Georgia Limited Liability Company (majority female  
owned) (the “Contractor”),

### **WITNESSETH:**

#### **THE COMPANY AGREES THIS CONTRACT IS BETWEEN THE COMPANY AND THE CONTRACTOR.**

1. SCOPE. For the consideration hereinafter set forth the Contractor agrees to perform, in a good, proper and workmanlike manner and in accordance with the terms and conditions hereinafter set forth, the following work (the “work”):

To provide logistics materials and/or services during storm restoration for Company, which includes but is not limited to providing temporary sleeping facilities for support personnel, providing temporary facilities for personal hygiene including portable showers, port-a-lets and personal wash stations, providing temporary facilities for feeding including preparation, serving, and distribution of meals, provide support personnel as required to assist Company or other Company contracted personnel, as directed, to set up and/or operate logistics sites including staging areas for Company equipment and personnel which may include staging area logistic management, movement, laundry services, parking services, fuel services, waste disposal services (Dempsy Dumpsters), bussing services including vans, cleaning and repair upon shut down of staging area, as needed by Company employees as may be requested during storm restoration.

2. AUTHORIZATION OF WORK. Work shall be authorized by Company in writing using a Work Authorization, Purchase Order Release, or other document of Company (hereinafter collectively “Work Authorization”). The Contractor shall ascertain from Company the names of individuals authorized to sign a Work Authorization. Any terms and conditions contained in a proposal, quotation, or any other document submitted by Contractor to Company subsequent to the execution of the Contract but prior to the commencement of work, or the particular item of work, which is accepted by Company that differs from, adds to or to any degree varies from the terms and conditions contained in this Contract shall be deemed to have been expressly accepted by Company. Any typewritten information on the face of a Work Authorization which changes a term or condition of this Contract will have no force and effect unless specifically accepted by Contractor and then not with respect to any other Work Authorization issued pursuant hereto.

It is understood and agreed this Contract does not guarantee any work to the Contractor. The Company may, at its sole discretion, authorize work to be performed by the Contractor hereunder, contract any portion of the work with other contractors, or perform the work by other means.

The Contractor may decline to accept any Work Authorization from the Company. Initiation of performance by Contractor pursuant to a Work Authorization shall constitute acceptance by Contractor of the Work Authorization.

3. ATTACHMENTS. The documents listed below are hereby made a part of this Contract and are attached hereto:

A) Attachment No. 1 – Insurance Requirements

B) Attachment No. 2– Contractor Sample Pricing Schedule

C) Attachment No. 3 - Company Work Authorization

4. DURATION OF CONTRACT. This Contract shall remain in effect through \_\_\_\_\_; provided, however, the Company may terminate this Contract or any individual Work Authorization at any time by giving written notice thereof to the Contractor in accordance with the Paragraph below entitled “TERMINATION”.

5. PAYMENT AND INVOICING. The Company agrees to pay Contractor for the performance of the above referenced work in accordance with the sample pricing schedule attached or as may be mutually agreed upon in writing for a specific work assignment. The Company shall pay the Contractor in full within (21) days after receipt of Contractor’s invoice. Accounts not paid within (21) days of the receipt of the invoice are subject to an annual interest rate of 18% accrued at 1.5% monthly. The Company agrees the Contract is between the Company and Contractor. The Company agrees it has the funds to pay the Contractor. The Company understands and agrees that it’s obligation to pay Contractor is not subject to the approval, acceptance and/or audit of FEMA, a Public Service Commission or any other entity/agency/governing body.

All invoices are to be submitted to the address provided on the Work Authorization.

6. CHANGES. The Company reserves the right, as the work progresses, to make changes in the scope of the work as, in the judgment of the Company, may be necessary or expedient, and the Contractor shall incorporate such changes in the work to the extent provided for herein. In the event any such change results in an increase or decrease in cost to the Contractor, the Contract price shall be adjusted accordingly.

7. ACTIVATION OF SERVICES. The Company understands that upon an email, fax, or verbal activation for services by an authorized Company Representative, billing begins for equipment, personnel, and all related services. Billing begins from the home base or

address from where the services begins, the equipment is located and where the personnel are located. Company understands services can originate from anywhere in the continental United States. Sourcing services, equipment and personnel are at the sole discretion of the Contractor. Company agrees to furnish the Contractor a usable site for the work to be performed under all weather conditions.

8. DEACTIVATION OF SERVICES. The Company understands that upon an email, fax, or verbal deactivation of services by an authorized Company Representative, services will begin to cease. Billing will stop for equipment, personnel, and all related services when the same has returned, or been returned, to the home base or address from where the service, equipment, personnel originated.

9. MOBILIZATION AND DEMOBILIZATION. Is the act of assembling and making both personnel and supplies ready for current and future disaster events to be activated or deactivated 24/7, 365 days per year. The Company is aware that the Contractor will apply a mobilization and demobilization fee to **ALL** equipment according to the price sheet. If equipment needed to make a job functional is not listed on the price sheet, equipment will be source and a mobilization and demobilization fee will be applied.

10. PRICING. Pricing will be provided to the Company on a carte or turn-key method before an event. If a service has not been priced before an event, the Contractor will price according to supply and demand. Administration fees apply to all invoices. Company agrees to all prices before an event upon activation of services.

11. FREIGHT. Upon activation, freight for all materials, supplies, services, and personnel will be charged from the home base to the site location and back to home base.

12. PERMITS. While working under a State or Federal Declaration of Emergency, unless otherwise agreed, the Company shall obtain at its

expense all necessary permits, and licenses required by any federal, state or municipal governmental entity for Contractor to perform the work requested under “Scope”. All materials and work shall conform in all respects to the requirements of fire, police, and other public authorities having jurisdiction.

13. TAXES. All federal, state and other governmental division taxes, including sales or use taxes shall be the responsibility of the Company, unless otherwise agreed by the Contractor.

14. PROPERTY PRESERVATION. It is the responsibility of the Company to provide the Contractor staging sites for equipment. There will be multiple large and heavy pieces of equipment on the staging sites. Therefore, when or where any direct or indirect damage or injury is done to public or private property along and adjacent to the work by or on account of any act or omission of the Contractor in the performance of the work, such property shall be restored by the Company at its expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same. The Company shall make any necessary arrangements with state, county and municipal authorities for the use of public roads and right-of-ways.

15. COMPLIANCE WITH LAWS AND REGULATIONS. Contractor shall comply, and shall require its employees, agents, representatives, subcontractors and subcontractors’ employees to comply, at all times with all applicable Federal, state, county, and municipal laws, regulations, rules, codes, ordinances, policies, guidance, directives, orders and decrees which in any manner affect the Contract or its performance.

16. INDEPENDENT CONTRACTOR. Contractor shall be solely responsible for the safe performance of its work under this Contract, including the safety of its employees, subcontractors and subcontractors’ employees and the public affected by performance of the Contract. The

Company does not reserve any right to control the method or manner of performance of the work by the Contractor. The Contractor, in performing work on the Contract, is and shall at all times perform as an independent contractor, and shall be free to perform the work by such methods and in such manner as the Contractor may choose, furnishing all labor, tools, equipment and materials, and doing everything else necessary to perform the work properly and safely, having supervision over and responsibility for the safety and actions of its employees, and control over and responsibility for its tools, equipment and materials. Contractor is not and shall not act as an agent or employee of Company. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Company shall at all times have the right to have its engineers or other authorized representatives inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work by Contractor under the Contract, but in order to assure that the work complies with the requirements of the Contract and also to assure that work is prosecuted at a rate consistent with the schedule set forth in the Contract.

17. CANCELLATION FOR BREACH. This Contract may be canceled by the Company upon three days written notice to the Contractor in the event the Contractor fails to perform the work in accordance with the Contract or otherwise breaches any of the terms and conditions of the Contract.

18. TERMINATION. The Company or Contractor shall have the right at any time to terminate this Contract for its convenience. Company acknowledges, however, that in such event there may be charges for services that have not been completed but ordered by Company and that the same will be billed by Contractor.

19. INSURANCE. The Contractor, at its expense, shall procure and maintain during the term of this Contract insurance in accordance with Attachment No. 1 attached hereto and made a part hereof. The

obligations of Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations of Contractor or limit any liability imposed upon Contractor whether or not same is covered by insurance.

20. PROFICIENCY OF WORKERS. The Contractor shall employ only skilled foremen and workmen upon work requiring special qualifications. The Contractor shall remove from the site and shall not allow to return to the site any employee who in Company's opinion is incompetent, disorderly, abusive, dangerous, insubordinate or who in any way attempts to interfere with the employees of the Company or of other contractors, or who Company, at its sole discretion, determines is in Company's best interest to be removed.

21. AUDIT. The Contractor shall maintain complete and accurate records and books of account, in accordance with generally accepted accounting principles and practices, consistently applied, concerning the performance of the Contract pursuant to the terms and conditions of the Contract as well as records required for compliance with all applicable federal, state and local laws and regulations. Upon an audit request by the Company, the Company agrees to pay \$75 per hour plus all travel expenses for each employee involved in the audit. An audit request shall not delay the timely payment obligation of Company as set out herein.

22. INCIDENT REPORTING. The Contractor shall perform a full investigation of all incidents involving Company's facilities. The Contractor shall make available to the Company all information obtained during such investigation within a reasonable time after the incident.

23. GOVERNING LAW. All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Contract and the rights and obligations of the parties hereto shall be governed by the laws of the State of Georgia , and resolved in the Superior Court of Grady County Georgia or applicable Federal Court of Georgia. The

Company hereby consents to and waives any objection to venue and jurisdiction in such courts.

24. ENTIRE AGREEMENT. This Contract, together with the documents identified in Paragraph 4 above, if any, contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous negotiations, promises, representations or agreements, either written or oral, of either or both parties in connection therewith. By signing this contract, it does not obligate Company to hire Contractor or Contractor to work for Company.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first written above.

\_\_\_\_\_  
**NAME**

WITNESS:

BY: \_\_\_\_\_

\_\_\_\_\_  
(Name, printed or typed)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STORM SERVICES, LLC  
CONTRACTOR**

WITNESS:

BY: \_\_\_\_\_



\_\_\_\_\_  
(Name, printed or typed)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

TAX ID #: \_\_\_\_\_

## **ATTACHMENT 1**

### **INSURANCE REQUIREMENTS**

The Contractor, at its expense, shall procure and maintain in effect without interruption during the term of this Contract with insurance companies authorized to transact insurance in the State of Georgia which are acceptable to Company, policies of insurance providing, at a minimum, the coverage and limits specified, and complying with the other requirements stated below:

A. Commercial General Liability insurance on an occurrence basis covering the legal liability (including liability assumed contractually, whether incidental or not) of the Contractor and its Subcontractors, for claims for bodily injuries (including death) and property damage arising out of the work to be performed by Contractor or its Subcontractors in an amount not less than \$1,000,000 for any one Occurrence. Commercial General Liability insurance shall include broad form contractual liability coverage, product liability, a minimum of two years completed operations, broad form property damage and severability of interest for each insured.

C. Business Automobile Liability covering automobiles of the Contractor, including owned, hired and non-owned automobiles, for Bodily Injury and Property Damage with a combined single limit of \$1,000,000 each Occurrence.

D. Contractor's insurance shall be primary insurance with respect to work under this Contract and insurance of Company (including self insurance) shall be excess of Contractor's insurance and shall not contribute with it.

E. The obligations of Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations of Contractor

or limit the liability of Contractor whether or not same is covered by insurance.

**ATTACHMENT 2**

**CONTRACTOR'S SAMPLE PRICING SCHEDULE**

### ATTACHMENT 3

#### WORK AUTHORIZATION

**WORK AUTHORIZATION NO.** \_\_\_\_\_ to **CONTRACT NO.** \_\_\_\_\_  
dated \_\_\_\_\_ between **Storm Services, LLC** and \_\_\_\_\_

All requirements furnished by authorization of this Work Authorization shall be furnished in accordance with the terms and conditions of the Contract (Contract No. 1-07-01174) between **Storm Services, LLC** and \_\_\_\_\_, of which this Work Authorization is a part thereof.

**Scope of Work:** \_\_\_\_\_ hereby authorizes **Storm Services, LLC** to provide the following services:

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Deliverables:

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Fee and Payment Schedule:

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Period of Work:

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Project Manager: \_\_\_\_\_

\_\_\_\_\_ **Storm Services, LLC**  
**Contractor**

\_\_\_\_\_ **Company Name**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

