



**BAIRGROUP**

*Building - Remodeling - Service LLC.*

**11160 C-1 South Lakes Dr.**

**Reston, VA 20191**

Phone: 703-391-BAIR

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VA license # 2705-110907A

**MASTER SERVICE AGREEMENT**

Owner's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

**Initials**

**I. PARTIES**

This contract (hereinafter referred to as "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_(Owners)\_\_\_, (hereinafter referred to as "Owner(s)"); and **Bair Group LLC,** (hereinafter referred to as "General Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the following work: Should rates or charges on this agreement change then the client will be notified prior to any work at changed rates.

**II. GENERAL SCOPE OF WORK DESCRIPTION**

Owner agrees to:

- Provide Contactor access to work area on from 7:00 a.m to 7:00 p.m. Lock box if necessary
- Confirm Contractor work scope or work list
- Provide required product selections promptly to maintain construction schedules.
- Pay balance of the contract within 7 days of Contract/Agreement completion.

Contractor agrees to:

- Obtain proper building and successfully acquire approved county building and safety inspections through to final inspection if necessary by state or local law.
- Remove all related project trash and debris and properly dispose.
- Perform work service needs on a prescheduled time and material basis with rate chart below.

Work needed

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### III. GENERAL CONDITIONS FOR THE AGREEMENT ABOVE

#### Specific Exclusions

- Repairs caused by the fault of Owner or other workers hired by Owner.
- Obvious concealed conditions / corrections not visible to be accounted for.
- Additional electrical circuits for new fixtures or appliances
- Gas line repairs or work of any kind
- Any work not included in this proposal description.

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#### Standard Exclusions

Unless specifically included in the “Scope of Work” section above, this Agreement *does not* include *labor or materials* for the following work: Testing, removal and disposal of any materials containing asbestos (or any other hazardous material as defined by the EPA). Custom milling, ripping or planing of any wood for use in project to correct existing sub-par conditions. Moving Owner’s property around the site. Labor or materials required to repair or replace any Owner-supplied materials. Repair of concealed underground utilities not located on prints or physically staked out which are damaged during construction. Final construction cleaning (Contractor will leave site in “broom swept” condition). Removal of soil or earth debris. Removal of filled ground or rock or any other materials not removable by ordinary hand tools, correction of existing out-of-plumb or out-of-level conditions in existing structure. Correction of concealed substandard framing. Removal and replacement of existing rot or insect infestation. Failure of surrounding part of existing structure, despite Contractor’s good faith efforts to minimize damage, such as plaster or drywall cracking and popped nails in adjacent rooms. Exact matching of existing finishes. Public or private utility connection fees. Repair of damage to existing roads, sidewalks, and driveways that could occur when construction equipment or vehicles are being used in the normal course of construction.

#### Other Conditions

IF ADDITIONAL time and cost will be required to complete other work due to changes or additions to the agreement, by default the owner agrees to have Contractor provide the work scope changes to the project at current rates described below. Owner may also request that changes will be made to this agreement only after Contractor provides a unit cost for the additional work in the form of a change order. A mandatory \$200 administration and management fee will be charged per fixed price change order added to the agreement in addition to the time incurred to price and process each Change Order. If county permit amendments must be made in order to process a work scope change or addition, a minimum fee of \$400 will be charged for permit costs, correspondence and other permit services plus the cost of time associated with permits or permit addendums and county permitting fees. Only work included with described products and work scope description is included with this agreement. Additional work including design, consultation, material logistics or handling, product research and pricing is not included and will be charged at current rates below. All additional product costs associated with additional work will be billed at cost plus 27.5%. Single purchases or orders over \$10,000 will be charged at cost plus 15%. Clients choosing to provide their own allowance items or other products and finishes are responsible for all related parts needed to properly install such selected items. Missing and damaged items supplied by owners are the responsibility of the owner to correct and not the contractor. Shipping and delivery of owner supplied products and materials to the site is the responsibility of the owner and not the contractor. If additional trips must be made in order to complete a service due to owner supplied products that are missing or damaged a minimum additional trip fee of \$50 per occurrence will be charged. Additional trip charges requiring material handling will be charged at \$100. Additional trip charges for plumbing, electrical and HVAC will be charged a minimum of \$150 per occurrence. Contract pricing proposed is accounting for all work to be completed at the same time in the same project schedule.

## **Other Understandings**

**Contract Definitions and costs:** Each project inclusions and exclusions are listed in each project agreement. If an item or scope is not listed in the agreement or budget then it is not included. Just because something may have been “talked” about does not automatically make it included in a contract, budget or agreement. We are happy to perform and process any or all of your additional work requests based on the rate charts included in your agreement. Some additional work may require additional time added to your project schedule or be rescheduled for a time when we have availability to perform such tasks or scopes.

**Rates:** Our rates are very fair and coincide with our overhead costs. Our technicians are paid and perform like they have mortgages, vehicle payments and families to support because they do. Regular clients and larger projects pay lower rates according to the size of the project and our work history together. Our rates are for Virginia Class “A” BLD General Contracting work. For work or costs that requires licensed specialty trades such as Plumbing, Electrical, HVAC etc we charge the cost of our subcontractor plus 27.5% to 32.5% contractor fee. We do not lower our rates to meet others however for larger fixed cost projects we will gladly compete with other bidders on similar scopes / products and inclusions / exclusions!

**Color / texture matching:** We do our best to match existing colors and finishes but can never guarantee an exact match. This goes for tile, grout, paint color, paint sheen, mortar colors, hardwoods, siding, shingles, trim profiles, carpet, cabinets etc. Should you want to repaint or refinish any area in attempt to get a closer or more blending match we can perform this work on a time and material basis. Color and product suggestions we may give are based on previous projects and personal preference but ultimately your decision to make. If you confirm a suggested color or product and request a color or product change then you pay for the time and material costs associated with the change.

**Billing / Invoicing:** Project invoicing will be submitted at each project milestone for payment. Invoicing for additional work will be billed once all time and material receipts have been reconciled for the additional work. All billable time and materials will be billed by date, Technician, Technical Level 1,2,3,4-5, time on – time off, work descriptions. All invoices are due within 7 days. A \$25 minimum fee or 2.5% fee (whichever is more) will be added as late fees to each invoice at every 30 day intervals.

**Time and timing:** We understand your time is valuable as is ours. We do our best to keep timely schedules and deadlines but sometimes get delayed due to unforeseen conditions and situations. If unforeseen conditions arise on a project then we may have to reschedule your work. If unforeseen conditions and situations arise on your site you will be notified of such events to add fair schedule time line additions. SCN (Scope Change Notification) will be sent upon substantial issues or items which may change the cost, timing or schedule of your project.

**Perfection** – Our tradesmen and team are very talented and highly skilled at what we do. We do very good high quality work. Our work is performed at or above industry standards and guaranteed to pass current codes and building inspections. If you need “perfection” work instead of very good high quality work then please add 15% to this agreement to account for a perfection quality time and finish.

**Security:** We understand your family’s safety and security is paramount. We will never leave your home unsecure with unlocked or open doors. We will never leave your home without water or gas or power by the end of the day unless previously scheduled or in case of an emergency. We keep your key in a lockbox on sites where regular access is needed. Only Mike, Daniel and close trusted authorized persons including the homeowner have access to the code on this lockbox and have the authority to give this code to trusted individuals access to this residence. BGLLC never shares personal client contact information with others unless directly related to designers, associates and suppliers related specifically to your project.

**Change orders:** We only issue change orders for fixed cost work by request. Otherwise the work cost is governed by the rates and terms in this agreement. Change orders require a \$200 Change Order fee to process a fixed cost change. We rarely issue change orders on work estimated to be less than \$5,000 unless for a replacement of a common household equipment item such as water heater, disposal, furnace, air conditioner, garage door etc. Most service work or additional work is processed on a time and material basis.

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**RATES FOR SERVICE WORK AND/OR ANY WORK OR SCOPES ADDED TO EXISTING AGREEMENT TERMS OR PERFORMED OUTSIDE CURRENT AGREED CONTRACT SCOPES.**

- FIRST HOUR RATE CHARGED ON ALL SERVICES FOR WORK PERFORMED LESS THAN ONE CONTINUOUS WEEK IN DURATION.
- A MINIMUM OF ¼ HOUR OFFICE ADMINISTRATION AND MINIMUM OF 1 HOUR PROJECT MANAGEMENT TIME PER SERVICE DAY
- RATES BELOW BILLED BY DATE – WORKER – WORKER LEVEL 1,2,3,4-5 – TIME ON – TIME OFF, WORK DESCRIPTION, MATERIALS
- OWNER PAY RATES VARY FROM NEW, REPEAT, PREFERRED, PLATINUM. WE LOVE OUR REGULAR CLIENTS!
- SINGLE MATERIAL PURCHASES OVER \$10,000 WILL BE BILLED AT 15% (COST X 1.15) FOR PREFERRED AND PLATINUM CLIENTS.

			<u>Total \$25,000+</u>	<u>Total \$100,000+</u>
<b>Office Administration</b>	<i>New account</i>	<i>Repeat Customer</i>	<i>Preferred Customer</i>	<i>Platinum Customer</i>
Per ¼ hours	\$20	\$18	\$16.50	\$15
<b>Project Management</b>	<i>New account</i>	<i>Repeat Customer</i>	<i>Preferred Customer</i>	<i>Platinum Customer</i>
First 1 hour minimum	\$150	\$135	\$125	\$100
Additional hours	\$100	\$90	\$80	\$75
<b>Skilled Daily Crew Rates</b>	<i>New account</i>	<i>Repeat Customer</i>	<i>Preferred Customer</i>	<i>Platinum Customer</i>
1 Man = (Technician Level 4)	\$600	\$575	\$550	\$525
2 Man crew (Tech 4 +2)	\$850	\$825	\$800	\$775
3 Man crew (Tech 4 +3+2)	\$1100	\$1075	\$1050	\$1025
4 Man crew (Tech 4+3+2+2)	\$1400	\$1325	\$1300	\$1275
<b>Level I Helper</b>	<i>New account</i>	<i>Repeat Customer</i>	<i>Preferred Customer</i>	<i>Platinum Customer</i>
First 1 hour minimum	\$40	\$38	\$35	\$30
Additional hours	\$33	\$30	\$28	\$25
<b>Level II Technician</b>	<i>New account</i>	<i>Repeat Customer</i>	<i>Preferred Customer</i>	<i>Platinum Customer</i>
First 1 hour minimum	\$70	\$60	\$55	\$50
Additional hours	\$45	\$40	\$35	\$30
<b>Level III Technician</b>	<i>New account</i>	<i>Repeat Customer</i>	<i>Preferred Customer</i>	<i>Platinum Customer</i>
First 1 hour minimum	\$90	\$80	\$75	\$70
Additional hours	\$60	\$55	\$50	\$45
<b>Level IV Technician</b>	<i>New account</i>	<i>Repeat Customer</i>	<i>Preferred Customer</i>	<i>Platinum Customer</i>
First 1 hour minimum	\$100	\$90	\$85	\$80
Additional hours	\$80	\$75	\$70	\$65
<b>Level V Technician</b>	<i>New account</i>	<i>Repeat Customer</i>	<i>Preferred Customer</i>	<i>Platinum Customer</i>
First 1 hour minimum	\$150	\$135	\$125	\$100
Additional hours	\$100	\$90	\$80	\$75
<b>Material Cost</b>	<i>New account</i>	<i>Repeat Customer</i>	<i>Preferred Customer</i>	<i>Platinum Customer</i>
Cost Plus	32.5%	30.0%	28.5%	27.5%
<b>Subcontractor Cost</b>	<i>New account</i>	<i>Repeat Customer</i>	<i>Preferred Customer</i>	<i>Platinum Customer</i>
Cost Plus	32.5%	30.0%	28.5%	27.5%
<b>Allowance Cost</b>	<i>New account</i>	<i>Repeat Customer</i>	<i>Preferred Customer</i>	<i>Platinum Customer</i>
Cost Plus	32.5%	30.0%	28.5%	27.5%

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**IV. COST OF THE WORK ESTIMATED TO BE (DO NOT CIRCLE ONE IF UNSURE)**

\$100-\$500\_      \$500-\$1,000      \$1,000-\$2,500      \$2,500-\$5,000      \$5,000-\$25,000      \$25,000-\$50,000

COST OF THE WORK OR SERVICE DESCRIBED ABOVE IS BILLED AT THE RATES BELOW. SERVICES (EXCLUDING REPLACEMENT JOBS) EXCEEDING \$5,000 REFER TO PROJECT MANAGER FOR FIXED COST AGREEMENT

- OPTION ADD #1
- OPTION ADD #2
- OPTION ADD #3

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- ALL OPTIONS ABOVE MUST BE CIRCLED AND INITIALED TO BE INCLUDED IN PART OF THIS AGREEMENT.
- ALLOWANCE ITEMS WILL BE BILLED OUT AT COST PLUS 27.5% (1.275) . IF ALLOWANCE WORK COSTS MORE THAN ESTIMATED AMOUNT OWNER MUST PAY THE ADDITIONAL DIFFERENCE. IF ALLOWANCE WORK COSTS LESS THAN ESTIMATED AMOUNT THE CONTRACTOR WILL CREDIT THE DIFFERENCE BACK TO THE OWNER.
- IF EXTRA TIME AND COST WILL BE REQUIRED TO COMPLETE WORK DUE TO CHANGES OR ADDITIONS TO THE AGREEMENT, THESE ADDITIONS OR CHANGES WILL BE MADE OR THE OWNER AGREES TO HAVE CONTRACTOR PROVIDE THE WORK SCOPE CHANGES TO THE PROJECT AT CURRENT RATES BELOW OR OWNER CAN REQUEST A CHANGE ORDER IN WRITING FOR THE ADDITIONAL WORK TO BE ESTIMATED BY FIXED COST.

**V. PAYMENT SCHEDULE AND PAYMENT TERMS**

1. First payment of \$0 due when Agreement is signed and work is started.
4. Final payment or balance due within 7 days of agreement terms being complete.

**VI. EXPIRATION OF THIS AGREEMENT**

This Agreement will expire 90 days after the date at the top of page one of this Agreement if not first accepted in writing by Owner(s).

**VII. LIMITED WARRANTY**

Bair Group LLC. provides a limited warranty on all supplied labor and materials used in this project or service for a period of one year following substantial completion of all fixed cost work.

No warranty is provided by Bair Group LLC. on any materials furnished by the Owner or others for installation. No warranty is provided on any existing materials that are moved and/or reinstalled by the Contractor within the dwelling (including any warranty that existing/used materials will not be damaged during the removal and reinstallation process). One year after substantial completion of the project, the Owner's sole remedy for warranty on all materials that are covered by a manufacturer's warranty is strictly with the manufacturer, not with Bair Group LLC. Repair of the following items is specifically excluded from Bair Group LLC. warranty: Damages resulting from lack of Owner maintenance; damages resulting from Owner abuse or ordinary wear and tear; deviations due to the curing of lumber; warping and deflection of wood; shrinking/cracking of grouts and caulking; fading of paints and finishes exposed to sunlight. Due to the complex nature of water leak repairs there is no warranty for leak repair services performed by hourly or daily services. BGLLC only warranties water leaks for products originally installed by BGLLC. Leak repair warranties are sold on a case by case basis under fixed cost agreement conditions only. The express warranties contained herein are in lieu of all other warranties, expressed or implied, including any warranties of merchantability, habitability, or fitness for a particular use or purpose. This limited warranty excludes consequential and incidental damages permissible under State and Federal law.

**VIII. ENTIRE AGREEMENT**

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in the Agreement are not a part of this Agreement. In the event that any provision of this Agreement is at any time held by a Court to be invalid or unenforceable, the parties agree that all other provisions of this Agreement will remain in full force and effect. Any future modification of this Agreement must be made in writing and executed by Owner and Contractor in order to be valid and binding upon the parties.

I have read and understood, and I agree to, all the terms and conditions contained in the Agreement above.

Date: \_\_\_\_\_  
\_\_\_\_\_ Bair Group LLC.

Date: \_\_\_\_\_  
\_\_\_\_\_ Authorized Owner signature

Date: \_\_\_\_\_  
\_\_\_\_\_ Authorized Owner signature

RED FILE

**New Clients:**

Please print, sign, initial, date and return pages 1-6 of this form with all pages by email or mail  
Signature required prior to scheduling your service. Current service schedule for new clients (3-6 weeks)

**Current Clients:**

Please print and return page 7 of this form by email or USPS mail  
Current service schedule for existing clients (1-4 weeks)



**BAIRGROUP**  
LLC.

*Building - Remodeling - Service*  
11160 C-1 South Lakes Dr.  
Reston, VA 20191

**SERVICE TICKET # 19-**

Owner's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

Work is scheduled to be performed \_\_\_\_ - \_\_\_\_ -2019 - Start time \_\_: \_\_

**Status:** Scheduled      In Progress      Complete

Ticket prepared by: **Mike**

Service Lead: **Dan**

Service Technician(s): **James**

County permits required (Y/N) \_\_\_\_\_

How to access work area? - Key hidden - Garage or entry code - Owner will be home

Materials or tools needed- \_\_\_\_\_

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**Work description:**

**Labor-**

Date	Worker	Time on/off	Work description

**Materials-**

Date	Vendor	Products	Cost
			\$
			\$
			\$

Additional work needed or discussed-  
Images of work needed or suggested-

Forward Service Ticket info and images of work to [info@bairgroupllc.com](mailto:info@bairgroupllc.com) daily