

**Invoicing Methods & Methods of Action for Hazardous Materials
Cleanup Incidents**

North, Earth & Environmental Service LLC

2013



This Document is meant to supplement a billing to answer general questions that may arise when reviewing a bill.

**North, Earth & Environmental Service LLC
2305-c Ashland St # 293 Ashland OR, 97520
northhazmat.or@gmail.com
CCB # 199262**



Earth & Environmental Service LLC

Invoicing Methods & Methods for Action for Hazardous Materials Cleanup

2013

Confidentiality & Privacy Statement:

This cover letter or document and any file(s) transmitted or sent with it, is intended for the exclusive use by the person(s) mentioned above as recipient(s). This Letter, document or package may contain confidential information and/or information protected by intellectual property rights or other rights. If you are not the intended recipient of this letter, document or package, you are hereby notified that any dissemination, distribution, copying, or action taken in relation to the contents of and attachments to this letter, document or package is strictly prohibited and may be unlawful. If you have received this letter, document or package in error, please notify the sender and return the original and any copies of this letter, document or package immediately from your possession and destroy all copies of it. All terms of our mutual confidentiality and nondisclosure agreement apply to those addressed in this document. Furthermore it is expressed that if the addressee's wish to share this information with a vendor or outside source for review it will be required for that secondary source to sign a mutual confidentiality and nondisclosure agreement. As the letter, document or packages usually contain information proprietary to North, Earth & Environmental Service LLC. Please request the form via email at northhazmat.or@gmail.com



Earth & Environmental Service LLC

Contents:

- 1. Who pays and why?**
- 2. What *North, Earth & Environmental LLC* costs are charged to responsible parties?**
- 3. Current base rate**
- 4. Consulting services**
- 5. Additional services**
- 6. Fuel Surcharges**
- 7. Administrative Charges**
- 8. Vehicle Charges**
- 9. Traffic control charges**
- 10. Legal fees**
- 11. Overhead cost**
- 12. Direct costs**
- 13. Indirect costs**
- 14. How are indirect rates established?**
- 15. Rates for the fiscal year beginning July 1, 2011**
- 16. How are individual site costs calculated?**
- 17. Cost Estimates & Project Management**
- 18. What is the Methodology for Calculating Wages?**
- 19. What are determining factors to Contract Acceptance?**
- 20. Why is there an Interest charge on The Billing Statement?**
- 21. What is the Collections Process Noted on the Bills and Statement?**
- 22. What do invoices look like?**
- 23. When are payments due?**
- 24. How Are Disputes Handled?**
- 25. Consequential Damages**
- 26. Errors & Omissions**
- 27. Owners Liability**
- 28. Are there Applicable Laws for Hazardous Material and Environmental Clean Up?**
- 29. Does *North, Earth & Environmental Service LLC* have Transparency?**
- 30. Does *North, Earth & Environmental Service LLC* have a Standard of Care?**
- 31. Contemporaneous Events**
- 32. Cover Letters & Statements**
- 33. Confidentiality, Privacy & Nondisclosure**
- 34. Formal Notification**
- 35. Settlements**
- 36. Contact**
- 37. External Links**



Earth & Environmental Service LLC

Introduction

Thank you for the opportunity to provide service to you, *North, Earth & Environmental Service LLC* has provided this document to assist you in defining the terms within the bill and our general position. If your incident was not very extreme or serious in nature a representative was most likely able to set down with you and explain the terms of service and have you sign a contract prior to beginning work on the clean up and restoration activities that have taken place. In the event that your incident was more severe *North, Earth & Environmental Service LLC* responds at the owner's expense and operates under the guidance of a State or Federal Agency such as Oregon Department of Environmental Quality, Oregon Department of Transportation, EPA, *etc* and performs all Remediation and Restoration activities to the specifications of their respective representatives. Clean up activities are initiated immediately to remedy any life, health or human safety issues that may result from the incident including but not limited to toxics entering water ways or water tables, and air quality; ODOT and DEQ initiate the policy that states that the cleanup activities must take place immediately, for more information please discuss any agency questions directly to the respective agency

Thank You



Earth & Environmental Service LLC

Who pays and why?

Owners and operators of facilities or property contaminated by hazardous substances or Owners of vehicles that may have incurred an accident that resulted in contamination or release of hazardous substances are responsible, under Oregon law, for cleaning up the site or scene of the accident. The Oregon Department of Environmental Quality along with *North, Earth & Environmental Service LLC* ensures that the cleanup is done in a way that protects human health and the environment. Oregon law requires that those responsible for the contamination reimburse The Contractor and any agency the costs of carrying out this responsibility. Owners Insurance can be billed for this service if the Owner elects to start a claim with their Insurance Company. On All Emergency Response If the incident does or could pose a life, health or human safety concern *North, Earth & Environmental Service LLC* will work with jurisdictions to cure the issues and remedy the owner from further liability. In most cases we are able to make contact with owners or owner’s representatives and in any case with emergency response activities all terms of our contract apply. If the situation does not pose a Life, Health or human Safety concern *North, Earth & Environmental Service LLC* will contain the spill or release, after the point of containment the owner will be required to sign a contract prior to continuing work on the project. For further reading on these topics please refer to *North, Earth & Environmental Service LLC* Contract.

Examples of Life, Health and/or Human Safety situations include but are not limited to:

- Any spill or release in or around the general public
- Any spill or release within sight of water or within Water or that may have a clear path to water
- Airborne releases or releases that can become airborne
- Recommendations found within the ERG publication
- Recommendations found within the NIOSH Publication
- Any Recommendations on an MSDS related to the incident

What *North, Earth & Environmental LLC* costs are charged to responsible parties?

Cleanup and hazardous waste laws authorize *North, Earth & Environmental Service LLC* and any State Agency to charge all reasonable costs attributable to or associated with cleanup or hazardous waste activities at a particular site. *North, Earth & Environmental Service LLC* and Most other Agencies account for these costs as *direct* and *indirect* costs. *North, Earth & Environmental Service LLC* structures its charges after Current DEQ Rates that have been established for the state Fiscal Year Beginning July 1st 2011. For more information on Oregon Environmental Laws, DEQ and Established Charges please go to <http://www.deq.state.or.us/lq/cu/invoicing.htm> All of our rates are based off Industry standards where other agencies or companies have laid the ground work for what is deemed reasonable for Charging. The following bullet points address answers to common questions about billing

- The **current base rate** per Individual that we have adopted is \$148.00 per hour minimum; in certain cases *North; Earth & Environmental Service LLC* will bill less for services if deemed necessary. In the event of a billing dispute all discounts given will be conceded, withheld or forfeited and the maximum rate of billing will apply, along with interest as explained within this document
- **All Emergency Response Billing** is billed for the working day and all employee pay roll reflects the day billed, On Prevailing wage Projects, All applicable laws apply, See a list of direct and indirect costs that have an effect on the wage billed below
- *North, Earth & Environmental Service LLC* offers a wide range of **consulting services**. We bill \$395.00 to \$625.00 per hour Depending on if outside services such as additional Legal, Consultants, Engineering, etc services are required. Our base rate is \$395.00 per hour for all mapping, mediation with jurisdictions, Engineering Plan development and most other Professional Project Support that has professional liability attached. The \$395 charge is broken down to multiple wages, such as a supervisor, draftsman, assistant and surveyor being a prime example. Direct and Indirect costs associated with our wages and professional fees are outlined below
- All **additional services** provided by others and Sub Contracts are billed out at Cost Plus. *North, Earth & Environmental LLC’s* base rate in addition to the vendor or sub contract charge is 15% and can escalate beyond 350% according to the project conditions. Costs are controlled in a normal contract or bid type



Earth & Environmental Service LLC

project, however, in an Emergency Response Situation more efforts are required on behalf of all parties and fees escalate accordingly. The percentage covers our direct and indirect costs associated with this element of our billing

- **Fuel Surcharges** are based off of a minimum of \$3.00 per mile and a maximum of \$7.00 per mile, the maximum rate was established by Ashland Fire & Rescue to respond within this region, details can be followed in the links section of this document. *North, Earth & Environmental LLC* uses a simple methodology to determine how to charge in this dynamic. We use a diminishing return principal in consideration for overall mileage and duration of project, consequently, less mileage and shorter project time rendered a higher fee and just the opposite applies the lesser rate. Fuel Surcharges are mileage based All mileage can be calculated by the customer or customer representatives using tools such as Google Earth or Google Maps. *North, Earth & Environmental Service LLC* bills our base professional rate for any dispute mediation plus all applicable direct or indirect costs as outlined within this document
- **Administrative Charges** are indirect costs that actually become large enough to become a billable line item or a direct cost; this conversion is most common in hazardous materials clean up environments. You may also see consulting fees within this envelope, for any questions Please feel free to contact us.
- **Vehicle Charges** have direct and indirect charges related to vehicles that vary from indirect charges that are associated with employees as explained in this document. *North, Earth & Environmental Service LLC* bills hourly for all vehicles a portion of this rate includes indirect costs that include but are not limited to:
 - *a shared portion of insurance costs*
 - *Value depreciation differential*
 - *a shared portion of vehicle replacement*
 - *Emergency preparedness*
 - *2-way communication and FCC maintenance*
 - *Shared cost of base station and repeater maintenance*
 - *short and long term maintenance*
 - *fleet management*
 - *Tires*
 - *Etc*

North Earth & Environmental Service LLC as a private Emergency Response Contractor uses new vehicle/equipment replacement costs as a foundation for computing direct and indirect costs associated with Vehicles. A secondary method of comparing equipment replacement costs with the average use of the vehicle over a 5 year life cycle for replacement is used to generate an accurate basis for computing the direct and indirect cost; this model is reviewed annually and adjusted accordingly

- **Traffic control charges** reflect the rules that ODOT outlines for traffic control and safety. In 2011 rules were implemented by the DOT concerning reflective material and their level of reflectivity (IE: level 1, 2, and 3), additionally signage and visibility rules changed. Beyond reflectivity, the minimum useable sign size changed from a minimum of 3 foot to 4 foot in width for additional visibility, and placement changed which means more signs used over a longer distance. Each year in spring *North Earth & Environmental Service LLC* disposes of signs and cones that have lost their reflective value and replaces the items with new products these costs are transferred to the end user as both direct and indirect costs inside of the traffic control envelope. A fee is charged for each consumable, the method for computing these fees are cost of equipment replacement annually vs. the actual billable use over a year period of time, each year this is reviewed for accuracy. Additionally vehicles, signboards and vehicles with arrow boards are used and all bear an associated direct and indirect cost, Traffic control on highways is critical to the safety of our crew and worker safety is an issue *North Earth & Environmental Service LLC* takes seriously
- **Legal fees** show on all emergency response and environmental restoration projects as a percentage of the job, *North, Earth & Environmental Service LLC* retains Attorneys across multiple sectors and in multiple states to handle all the issues that arise from Contract and Billing to Assets and Liability Protection. We work in emerging markets and sensitive areas, feel free to contact us to explore any concerns you may have on these charges. These charges are considered fair due to the nature of the work.



Earth & Environmental Service LLC

North, Earth & Environmental Service LLC bills for **other Categories** as well. Your Bill May include Charges in the form of percentage's of/for the project representing Overhead, Profit, Legal and in some cases additional insurance and bonding requirements or contingencies for some projects that require additional coverage.

All Emergency Response has a Minimum of 15% for Profit, 15% for Overhead and an additional cost for Legal at a minimum of 10%. Depending on the project, its location, risks and variables *North, Earth & Environmental Service LLC* will charge a maximum of 40% for profit, 40% overhead and 40% Legal unless otherwise outlined in a contract. Project overhead is an indirect cost for the company and is different than direct costs and indirect costs associated with labor and material mark up, which are outlined later in this section of this document. Some examples do not apply to Emergency Response where some incidental charges that could be included in or under the overhead envelope on some bid projects are actual billable elements or direct costs inside the emergency response billing structure, or included in the indirect costs calculated in the individual wage or as a direct cost, Methodology for transferring an indirect cost to a direct cost considers the billed element and if the element exceeds 5 to 8 percent of the allowed indirect portion of the billing then that line Item will default to a billable direct cost.

Examples of Overhead cost Include but are not limited to:

- *A share of Insurance Costs such as Workman's Comp and health Insurance*
- *A share of North, Earth & Environmental Service LLC's centralized services, such as accounting, budgeting, human resources, and information systems.*
- *A share of Taxes such as federal, state and local*
- *A shared portion of New Hire Training expenses*
- *Advertising*
- *Bad Debt*
- *CCB Licensing*
- *Construction Clean up*
- *Construction interest management fees*
- *Contributions*
- *Depreciation*
- *Design fees*
- *Education & Training (Including Continuing Education)*
- *Emergency Preparedness*
- *Employee Benefits*
- *Engineering*
- *Equipment rental fees*
- *Fees for Surveying, Building Layout and Testing*
- *Final Clean up*
- *Financing and Financing Fees*
- *Financing fees*
- *Gas, Oil & Maintenance*
- *General administration*
- *General Liability*
- *Incidental Tools or Small tools and Equipment*
- *Insurance*
- *Insurance premiums*
- *Lease administration*
- *Lease expenses*
- *Leasing*
- *Legal fees related to the bid or project*
- *Licensing fees*
- *Loans*
- *Mobilization (Non emergency Response)*
- *Mobilization, Garbage Removal, Site Clean Up*
- *Mortgages*
- *Non Project Equipment*
- *Office Employees Salary*
- *Office Expenses*
- *Office Furniture & Equipment*
- *Office Space Rents or Mortgagee*
- *Office Supplies*
- *Office Utilities & Maintenance*
- *Offset general expenses in slow times*
- *Operating Supplies*
- *Other Rent's*
- *Owner's administration*
- *Owners Salary*
- *Permanent Company Owned Materials*
- *Permit fees*
- *Physical labor (task takes longer than expected, Losing a key team member)*
- *Plan check fees*
- *Professional fees*
- *Professional Liability*
- *Promotions*
- *Property assessment fees*
- *Real estate commissions and fees*
- *Realty taxes*
- *Required Bonds and Insurance*
- *Salaries, Clerical*
- *Salaries, Officer*
- *Sanitary facilities to a project site*
- *Schedules, Reports and Shop Drawings*
- *Security, Flaggers, Hand Rails Fall protection*
- *Sewage and water connection fees*
- *Site Supervision*
- *Superannuation*
- *Supervision*
- *Taxes- Payroll*
- *Telephone bills*
- *Temporary Lighting, Signs, Barricades and Fences*
- *Time wasted on strategy implementation (taking too long to decide a course of action)*
- *Toxic report fees*
- *Travel expenditures*
- *Unforeseen construction costs (lost screws, damaged equipment)*
- *Utilities*
- *Warranty Work*



Earth & Environmental Service LLC

Direct costs are expenditures made specifically for the Site or Project. Direct Costs have associated indirect costs such as interest, flat fees, holding charges, storage charges, cost to carry goods, etc. Inside the Emergency Response dynamic Responders often bare the expense of inventory for materials that are not readily available in a rural area. Public entities/services have mechanisms in place to offset these expenses, however private contractors recovery the expense/liability from the end user, *North, Earth & Environmental Service LLC*, at no, point accepts liability for costs to perform or any associated indirect costs related to those direct costs

Direct Cost Examples Include but are not limited to:

- *Consult with the Owner and/or Environmental Consultants, Vendors and Sub Contractors*
- *Jurisdiction Mediation*
- *Legal*
- *Materials, Supplies & Consumables related to the project*
- *Mileage and Fuel Surcharges*
- *North, Earth & Environmental Service LLC staff time directly associated with the site*
- *Office, project management and administrative*
- *Project Specific Training & PPE*
- *Provide comments and/or direction on the preferred cleanup method or remedy.*
- *Provide information about the site and opportunities for the public to comment on the cleanup*
- *Review data and reports describing the type and extent of contamination*
- *Review proposed cleanup actions*
- *Special Equipment Purchases specific to the project*
- *Travel, Lodging , Per Diem & Associated Costs*

Indirect costs are those that support the operation of the program in general, and may or may not be directly related to specific projects. Somewhat similar to overhead, *North, Earth & Environmental Service LLC* Categorizes indirect costs in the Billable Hour per Person, this efficiently allows to cover for costs listed below

Indirect cost Examples Include but are not limited to:

- *A share of Insurance Costs such as Workman’s Comp and health Insurance*
- *A share of North, Earth & Environmental Service LLC’s centralized services, such as accounting, budgeting, human resources, and information systems.*
- *A share of Taxes such as federal, state and local*
- *A shared portion of New Hire Training expenses*
- *Broken or Torn PPE*
- *Development of technical guidance, policies*
- *Emergency Preparedness*
- *Employee Specific Modifications, injury related*
- *Non-site-specific activities of project staff, such as training and program administrative activities*
- *Office space, equipment and supplies particular to that employees job*
- *OSHA Requirements*
- *Pay Grade Differentials*
- *Per diems*
- *PPE (personal Protective Equipment)*
- *Renewals*
- *Safety Plans and Safety Meetings*
- *Superannuation*
- *Training and Continuing Education*
- *Travel & Out of town Expenses*

How are indirect rates established?

North, Earth & Environmental Service LLC’s indirect rate is reviewed annually alongside the Federal Environmental Protection Agency and the Oregon Department of Environmental Quality’s rates so that our fees are in line with what the state and federal agencies determine as a fair charge (*North Earth & Environmental Service LLC* considers all agency rates to be level C Response rates). Currently the combined Land Quality and Agency Rates listed on DEQ’s website for emergency response pricing (*see link above*) is our base rate. Our indirect rate escalates to a cap of 300% on Level A response; methods for reasoning are based on costs and expenses of being a private emergency response contractor and not having a tax base or other source(s) of public funding as most agencies or public services rely on for emergency preparedness and response. Below we have attached a link to the City of Ashland Fire and Rescue (*AFR*) rate hike as an example of what has been deemed reasonable for local response teams within this rural setting in Southern Oregon. One basis for their methodology in determining their rate structure is the service range, *AFR* serves greater Jackson County, *North, Earth & Environmental Service LLC* responds to all of Southern Oregon, from Eugene Oregon South to Redding in Northern California.



Earth & Environmental Service LLC

Rates for the fiscal year beginning July 1, 2011 are:

- *Hazardous Material Emergency Response indirect rate: 200.63% to 300%*
- *Standard Bid Contract indirect rate: 200.63% to 300%*
- *Standard Direct Rate is cost plus, a percentage deemed fair for the type of work performed plus any indirect rates necessary for fair compensation. Percentages can be as high as 350% or more*
- *Materials are cost plus, a percentage deemed fair for type of work performed plus any indirect rates necessary for fair compensation. percentages can be as high as 350% or more*

For the fiscal year beginning July 1, 2011, the estimated average hourly rate for employee time, including indirect costs is \$148.00 to \$196.00, per Employee.

How are individual site costs calculated?

North, Earth & Environmental Service LLC's accounting systems record the time each employee works on a project. Staff time is charged to the project using the hourly rate listed on your bill, per person or for each piece of equipment. Included in this rate are cost of the wages and benefits (such as taxes and health insurance) for each employee. Indirect costs are added to this hourly rate please see indirect charges description in this document for a more complete description of indirect costs. Separate costs incurred specifically for a cleanup project, such as supplies and travel expenses, are also recorded and invoiced as separate line items but are not included in the wage, but are included in either a billable line item or offset by the overhead charge included in the invoice. Job Costs are calculated from the start of the work day until the end of the work day, on some emergency response jobs *North, Earth & Environmental Service LLC* will run a 24 hour shift with alternating schedules. Another element or consideration used to determine Direct, Indirect costs and Profit and Overhead is review of annual P&L, we compare expenses to the amount of work for the year and on a sliding scale adjust our percentages (within reason) to cover business expenses, *North, Earth & Environmental Service LLC* uses this methodology to determine base rates each year. Private companies Providing Emergency response such as *North, Earth & Environmental Service LLC* do not get a tax base from the public For Emergency Preparedness, yet need to be prepared to respond. Being prepared to respond means having reliable equipment in good repair and staff trained and qualified to respond to an incident. Within the aforementioned dynamics there exists an expense that brings yet another level of gravity to our billings, *North Earth & Environmental Service LLC* elects to purchase and lease new equipment under warranty to ensure response and quality of service, all of our rates are based on cost of equipment and equipment replacement costs within their lifetime which for emergency response is 3 to 5 years depending on the type of equipment.

Cost Estimates & Project Management

North, Earth & Environmental Service LLC does not prepare any estimates for emergency response. Emergency Response is all based on time and material. Upon Request this document is available for review as an explanation of rates charged. As a General Contractor *North, Earth & Environmental Service LLC* performs both bid jobs and Emergency Response. *North Earth & Environmental Service LLC* manages its own project load and does not sublet any aspect of the project management out, however, within the emergency response dynamic *North Earth & Environmental Service LLC* can be managed within a hierarchy established by agencies or processes including but not limited to:

- | | |
|--|-------------------------------|
| • <i>NIMS</i> | • <i>Fire dpt</i> |
| • <i>FEMA</i> | • <i>Regional Hazmat Team</i> |
| • <i>Other responding agencies that may take the lead in an incident</i> | • <i>ODOT</i> |
| • <i>Local Police</i> | • <i>DEQ</i> |
| • <i>State Police</i> | |



Earth & Environmental Service LLC

What is the Methodology for Calculating Wages?

As a means of meeting peak workloads or to engage *North, Earth & Environmental Service LLC* for specific projects or tasks.

The hourly rate for Consulting, Labor, Administrative work, and Professional work takes into account the conditions of employment which apply to that employee. This example set forth is a methodology for calculating labor on a standard bid project and not emergency response; however the same fundamentals are used for emergency response. Emergency Response creates a higher demand on the employees and adds to the elements listed as a result of that demand. Employees have access to and receive annual leave, sick leave, paid public holidays, long service leave, superannuating, jury leave, compassionate leave, family leave, professional development and retrenchment/redundancy provisions.

North, Earth & Environmental Service LLC must take such provisions into account when determining the hourly fee to be charged.

Based on a 40 hour week, the hourly fee is calculated using a 2084 hour year (i.e. 40 hours by 52.1 weeks) and deducting from the year the following factors that include but are not limited to (*see chart to right*):

Appreciating the dynamics set forth within the chart the hourly rate should be calculated on the basis of about 1314 hours (2084 - 770).

If the Employee is engaged through a contract agency, their workers compensation/disability insurance and Superannuation (*Superannuation is a long-term savings arrangement that operates primarily to provide income for retirement. Superannuation is intended to supplement, not replace the age pension.*) Contributions (of 8% from 1 July 2004) are paid for by the agency and these components in the above calculations would be altered accordingly.

If the Employee is engaged on a short-term basis, a further factor should be included to allow for the time and overheads involved in seeking contracts or work. A factor of up to 40% would not be unreasonable for this purpose, depending on the nature of the project. The hourly rate for such contracts should then be based on 1052 hours.

For the purposes of this Methodology, a short-term contract was defined as being of less than twelve months duration while a Contract for longer than twelve months was classified as long-term.

To use the Example formula described above, should an Employee with a salary equivalent of say \$60,000 per annum then the hourly fee would be as follows:

Short-term contract

\$60,000/1052 hours = \$57.03 per hour

Long-term-contract

\$60,000/1262 hours = \$47.54 per hour

Public Holidays	12 days	92 hours
Annual Leave	20 days	152 hours
Long Service Leave	4.3 days	33 hours
Sick Leave	10 days	76 hours
Accident Cover	3%	60 hours
Superannuation	10%	198 hours
Professional Indemnity	3%	60 hours
Misc. leave (family, jury, etc)	3 days	23 hours
Professional Development	5 days	38 hours
Termination/Redundancy	5 days	38 hours
TOTAL		770 hours

	SHORT TERM (\$ p/h)	LONG TERM (\$ p/h)
Level 1 (1-2 year experience)	35-45	35-45
Level 2 (2-3 year experience)	45-65	40-60
Level 3 (3-4 year experience)	50-70	45-65
Level 4 (4-5 year experience)	55-75	50-80
Level 5 (5+ year experience)	60-110	55-105



Earth & Environmental Service LLC

What are determining factors to Contract Acceptance?

In a Typical situation for emergency response we will be dispatched to the scene by the owner or owner’s representative. An Abbreviated Example of Owner’s representatives include but are not limited to:

- Army Corps of Engineers(ACOE)
- Department of Fish and Wild Life
- Department of State Lands
- Dept of Transportation
- DEQ
- Direct Relative of responsible age
- EPA
- Fire Department
- Insurance Company, Claims Representative
- Lead Command in a NIMS environment
- Owner
- Police
- Prime Contractor for a company under contract in another region
- Regional Hazmat Team
- Responding Agency

North, Earth & Environmental Service LLC will arrive on scene and make contact with the lead agency on scene to get an update, contact information is developed and in some cases an owner is not available, and in other cases the owner is hospitalized. North, Earth and Environmental Service LLC will move based on verbal approval from the above listed examples to cure any potential Life, Health and/or Human Safety Issues. Since the owners face fines in the event the work is not complete, North, Earth & Environmental Service LLC operates in good faith that the Owner’s and Owner’s Representatives will comply with the Terms of Service . North, Earth & Environmental Service LLC reserves the right to enforce its full contract, however, in cases where contract is not signed and out of state owners fail to stay in contact, Interest rates charged will be on a sliding scale as explained in the interest section of this document

Why is there an Interest charge on The Billing Statement?

The state of Oregon allows 9% APR on consumer based collections. North, Earth & Environmental Service LLC contract Interest is 12% per month. North, Earth & Environmental Service LLC determines 12% interest per month to be a fair rate to charge based on the hard cash expenditures and receivables it has. North, Earth & Environmental Service LLC will enforce the contract interest rate to the full extent of the law in the event of a dispute as well as a maximum hourly rate billable which is explained in this document. Method for determining rate increase is founded on the grounds that billing is typically below the rates that are deemed fair and charged by other public agencies, as outlined in this document, When a dispute arises North, Earth & Environmental Service LLC concedes all discounts and demands full payment, and will pursue the debt using the full extent of the law

What is the Collections Process Noted on the Bills and Statement?

North, Earth & Environmental Service LLC first attempt’s to collect the bill; bills do not always show up after the incident as our work load with emergency response and holiday schedules conflict with billing dynamics. Once a bill is received it is due immediately, North, Earth & Environmental Service LLC gives 30 days to the second billing, in which you will receive a bill summary with interest. The third billing will again be a statement with compounding interest combined with billable hours and often times an adjusted bill for the maximum amount billable within the dynamics explained in this document. After the second billing, legal action will be in process and the third statement will reflect those charges, Legal charges are back billed against the minimum 10% legal rate billed.

What do invoices look like?

Invoices have 3 columns; within the first column is the item billed. The second column is allocated to a description, quantity of the item and price billed per unit (hour, minute, per man, per vehicle, etc), the third column is a grand total for that line item. Your invoice is calculated to a subtotal usually per day on large projects and at the end of the invoice on the last page, as explained earlier in this document Profit, Overhead & Legal percentages are assessed and in certain cases additional charges for contingencies, as well as extra bonding or insurance depending on the nature of the job. Finally a grand total is rendered as what is due and payable.



Earth & Environmental Service LLC

When are payments due?

Payments are due immediately upon receipt and considered past due 30 calendar days from the date the invoice is received. For information about collections please see the collections portion of this document

How Are Disputes Handled?

All disputes are first addressed with this document for no charge, as a courtesy to the customer and the customer's representative. Any other time or services required will be billed at the professional base rate plus any direct or indirect costs associated with the dispute that *North, Earth & Environmental Service LLC* establishes earlier in this document. *North, Earth & Environmental Service LLC* maintains that all of its rates and standards for billing are at or below industry standard, links throughout this document lead to public agencies and associations that have laid the ground work justifying what is determined a fair rate to charge state wide or within this region. *North, Earth & Environmental Service LLC* reserves the right during a dispute to resend a billing at the maximum rates that we charge including Interest, as indicated throughout this document. Rates at 200.63% of cost have been established and for a Level C response, that is the rate typically billed, the rate goes up incrementally to the 300%, as explained in this document, in the event the project is a Level B or Level A classification Response. *North, Earth and Environmental Service LLC* reserves the right to discount services rendered or to concede discounts given and default to no more than what is the maximum billing rate for services rendered. *North Earth & Environmental Service LLC* will bill the professional rate and any direct or indirect costs involved for service requests as, owners bare the expense/cost/liability of any third or fourth party inquiries as well, unless *North, Earth & Environmental Service LLC* directly contracts with these parties at a specified rate. Mediation or Arbitration can be requested as an alternative dispute resolution process in the event of defective work on a Hazardous Response site, However, *North, Earth & Environmental Service LLC* Maintains that Emergency Response to a Hazardous Material contaminated site is clearly and unequivocally different than a standard contract for residential or Commercial Construction so the guidelines are left to negotiation between parties. *North Earth & Environmental Service LLC* has adopted the outline of a typical construction dispute as follows: It is important for the owner and/or owner's representative to give clear notice to *North, Earth & Environmental Service LLC* through certified mail that states clearly the dispute or issues at hand. *North, Earth & Environmental Service LLC* within 14 days will notify all of its vendors, sub contractors and suppliers of the dispute. Any information requests from *North Earth & Environmental Service LLC* will be will be given within 40 days from the original notice and the Owner/Hazardous Waste Generator or their representatives will have up to 20 days to respond to any sub sequent request. Within 90 days from the Owner/Hazardous Waste Generator or their representatives original notice *North, Earth & Environmental Service LLC* and any supplier or Sub Contractor will respond in writing with a plan to mitigate the issue or complaint. As always time is of the essence, *North, Earth & Environmental Service LLC* does not have a mechanism in place for any financial or cost of service dispute except to openly share the methodology behind the billing and to charge for any additional time and efforts it takes to seek remuneration for services rendered. *North, Earth & Environmental Service LLC* will return all communications not affiliated with a current emergency within 30 calendar days or as work load permits. *North, Earth & Environmental Service LLC* kindly requests any undisputed payment amount in a timely manner.

Consequential Damages

North, Earth & Environmental Service LLC's waiver for consequential damages states that *North, Earth & Environmental Service LLC* is not responsible for direct or indirect costs remotely connected to a design professionals failure or the failure of a corresponding agencies to give proper guidance or best management practices or the failure of communication under the guides of another contractor or lead agency.



Earth & Environmental Service LLC

Errors & Omissions

Please see Exculpatory Clause or Limitation of Liability Clause, in the event the project is contracted *North, Earth & Environmental Service LLC's* will secure an errors and omissions insurance policy for a project. This will become an additional cost to the project and will be billed at the end of the invoice where additional costs are tallied such as Profit and Overhead

Owners Liability

Fines can be assessed to Owners from State Agencies; *North Earth & Environmental Service LLC* plays a pivotal role working with the owner to become in compliance and potentially avoiding fines from being assessed by an agency, *North Earth & Environmental Service LLC* offers no guarantee, warranty or certification for emergency response. *North Earth & Environmental Service LLC* will work with the owner to the extent that the State agencies receive all necessary documentation to close their file. All cases differ, in no way does *North Earth & Environmental Service LLC* commit time that is not billable, *North Earth & Environmental Service LLC* is a private contractor and a for profit company

Waste that is generated bears a liability that is called “cradle to grave” through a chain of custody *North Earth & Environmental Service LLC* transfers the waste to a licensed disposal site where the waste is held in the disposal sites custody, there is always a chain of custody record that links the waste to the owner of the waste. *North, Earth & Environmental Service LLC* always signs in behalf of the generator. **Examples of a waste generator can be, but are not limited to:**

- Company
- Individual
- Group of Individuals
- Business
- Government
- Corporation

Are there Applicable Laws for Hazardous Material and Environmental Clean Up?

North Earth & Environmental Service LLC operates in Oregon within these areas of the law that include but are not limited to:

Oregon

Oregon Administrative Rules (OAR)

- Division 140
- Division 141
- Division 142
- Chapter 812
- Chapter 1910.120

Oregon Revised Statutes (ORS)

- Chapter 701
- Chapter 30.140

Does *North, Earth & Environmental Service LLC* have Transparency?

This document Offers 100% transparency to *North, Earth & Environmental Service LLC's* methodologies for Performance, Billing and Collections; any other dispute will become a civil issue and/or billable time as a consultant to address concerns unless otherwise stated in a contract. To be unequivocally clear Emergency Response and First Responder Liability is to address health, life and human safety issues first. As a first responder or a responder to a Hazardous material incident the common goal is to remedy the situation and deal with details after “the dust settles” so to speak, all activities are conscionable and non conspicuous. However if the owner responds needing help and then disputes the billing or does not pay, then *North, Earth & Environmental Service LLC* will assume that the owners had these unconscionable or conspicuous actions in mind as a strategy to avoid payment for services rendered.



Earth & Environmental Service LLC

As a First Responder or a Responder to a Hazardous Material Incident it is unequivocally clear that the Hazardous waste generator agrees to

1. **Exculpatory Clause**, (*Hazardous Waste Generator and any of its family, direct or indirect representatives, employees or any other relation Relieves North, Earth & Environmental Service LLC of Liability resulting from a wrongful act*)
2. **Indemnify & Hold Harmless**, Further More The Hazardous Waste Generator and any of its family, direct or indirect representatives, employees or any other relation agree to *North, Earth & Environmental Service LLC's INDEMNITY* clause
 - To the fullest extent permitted by law, the Waste Generator and any of its family, direct or indirect representatives, employees or any other relation shall indemnify and hold harmless *North, Earth & Environmental Service LLC*, the Owner's, officers, directors, members, consultants, agents, and employees, Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them, Professional services, and Others (the Indemnities) from all claims for bodily injury and property damage including all third party claims
3. **Limits of Liability** (see Exculpatory clause for emergency response) outside emergency service LOL Statements are agreed upon individually per contract

These conditions are assumed in an emergency response situation on all independent or bid projects these terms are added as needed and negotiated prior to work beginning. All areas on the contract shall be signed including any Exculpatory and Limited Liability Clauses which have exclusive signing areas next to the clause and are not to be construed as conspicuous or unconscionable

Does North, Earth & Environmental Service LLC have a Standard of Care?

Yes, *North, Earth & Environmental Service LLC* performs all work with the same degree of skill and care ordinarily exercised by other members of this profession under similar circumstances at the same time or in the same or similar locale

Contemporaneous Events & Notes

North, Earth & Environmental Service LLC conducts work on incidents where other companies are or can be performing activities simultaneously or at the same time. *North, Earth & Environmental Service LLC* is an independent company and our billing stands on its own unless expressly noted that we are billing for another company, vendor or subcontractor. *North, Earth & Environmental Service LLC* keeps contemporaneous notes during an incident; we also try to acquire any notes of record from any agencies that we deal with during an incident. Some agencies do not keep a log if a formal permitting process is not entered in to, within the dynamics of emergency response there are some exceptions to immediate action and in some cases there are open nationwide permits to operate under. *North, Earth & Environmental Service LLC* works with representatives from the respective agencies or jurisdictions that help expedite the process of emergency response and all of the appropriate compliance necessary.

Cover Letters and Statements

North, Earth & Environmental Service LLC provides a cover letter with every communication and billing that includes the company name in the letter head followed by company information such as address and location, web site, etc. All of the contact information is included in the left column of the cover letter, additionally in this area are Logos of Agencies that *North, Earth & Environmental Service LLC* works with or along side of in Hazardous spill cleanup events. In no way does *North, Earth & Environmental Service LLC* represent or infer an endorsement from these agencies and in no way does *North, Earth & Environmental Service LLC* represent or infer that it is one of these agencies or act's in place of any of the listed agencies. The agencies become involved due to the fact that it is their jurisdiction or it is their right of way, *North, Earth & Environmental Service LLC* provides contact information to all of those agencies that are involved in the specific incident.



Earth & Environmental Service LLC

Confidentiality, Privacy and Nondisclosure

At the beginning or end of most documents there is a privacy statement, *North, Earth & Environmental Service LLC* requests that our policies be respected, any one not addressed or any secondary consultants will need to sign our Mutual Confidentiality and Nondisclosure Agreement (NDA) prior to commencing work. Those addressed in a document are held to the same standards within the NDA agreement.

Formal Notification

All formal notification can be sent to 2305-c Ashland St # 293 Ashland or 97520. As mentioned in the dispute section of this document a certified letter should be sent, for your benefit, for your records you should request a receipt that the letter was received. E-Mail Communication is kept for our log, however, formal requests must not be sent by e-mail, we do prefer all other communication by email when possible.

Settlements

North, Earth & Environmental Service LLC requests any company or individual that wishes to settle a bill for a lesser amount provide specific methodologies for a foundation of the request, additionally a request for at least 3 contractors bills for the same work in the same region and under the same or similar conditions must be submitted for review to *North, Earth & Environmental Service LLC*. Within 14 days a response will be given to the request to settle the transaction within 5 business days. All communication is welcome and necessary to resolve any disputes, *North, Earth & Environmental Service LLC* will continue to bill interest through a dispute to the point of settlement, in the event the billing is settled at a reduced rate then the interest will be charged on that settled amount for the full term of the billing. *North Earth & Environmental Service LLC* understands that second and third parties reviewing a billing are influenced by the party (s) that employee their service, most reviews are rigid and not in the favor of the contractor, in most cases second and third party reviews are done with prejudice and have a limited scope of validity as the reviewing party(s) are not experienced with emergency response and the many variables included. *North, Earth & Environmental Service LLC* understands the aforementioned variables and considers this in the response to a settlement claim. All Settlement offers and settlements must be formally mailed to 2305-c Ashland St #293 Ashland Oregon 97520, A copy can be sent by email to help expedite process, however, timeline on process does not begin until the certified mail is received. *North, Earth & Environmental Service LLC* Bills per hour for each piece of equipment, employee etc, any request to settle will need to be justified in like fashion to establish the proposed value and validity of the settlement offer. As always time is of the essence and *North, Earth & Environmental Service LLC* does request Payment on any and all undisputed portions of the billing as a professional courtesy

For more information

Contact Mike Early Jr at *North, Earth & Environmental Service* by e-mail at northhazmat.or@gmail.com. This document is offered as a courtesy & any information request will be satisfied once a completed Nondisclosure Statement & Confidentiality Agreement and all attachments to said agreement are on file.



Earth & Environmental Service LLC

External Links

Ashland Fire Department Increased their response fee and mileage Rates in the link below you can read about rates fees and issues that are related to our industry. Fire and Rescue teams as well as Private Contractors such as *North, Earth & Environmental LLC* incur the same and similar equipment needs as well as Direct & Indirect Costs to be capable of responding to accidents when and where they may happen. In the Link Below read how Ashland Justified \$1021.37.00 per hour plus \$7.00 per mile

<http://www.mailtribune.com/apps/pbcs.dll/article?AID=/20120928/NEWS/209280330/-1/rss01>

Oregon State Police (OSP) and the Department of State Fire Marshal in the Link Below show that Funding for their activities are community sponsored and Tax Based. Companies Like *North, Earth & Environmental Service LLC* will respond to clean up events that are contained by the regional team, respond in unison or respond to low level incidents. However, Private Companies, such as *North, Earth & Environmental Service LLC* do not get to share in the funding dynamic that exists for the Regional teams, that are often underfunded in these rural areas.

http://www.oregon.gov/OSP/SFM/Pages/ERU_RHM_Teams.aspx#Funding_Team_Activation_and_Training

Additional Industry Links

- [aia.org American Institute of Architects \(AIA\)](#)
- [Air Conditioning Contractors of America \(ACCA\)](#)
- [American Society of Professional Estimators \(ASPE\)](#)
- [American Subcontractors Association, Inc. \(ASA\)](#)
- [Architectural Woodwork Institute \(AWI\)](#)
- [ASFE/The Geoprofessional Business Association \(ASFE\)](#)
- [Associated Builders and Contractors, Inc. \(ABC\)](#)
- [Associated General Contractors of America \(AGC\)](#)
- [Associated Specialty Contractors, Inc. \(ASC\)](#)
- [Association for Facilities Engineering \(AFE\)](#)
- [Association of the Wall and Ceiling Industry \(AWCI\)](#)
- [ConsensusDOCS](#)
- [Construction Financial Management Association \(CFMA\)](#)
- [Construction Industry Round Table \(CIRT\)](#)
- [Construction Owners Association of America \(COAA\)](#)
- [Construction Specifications Institute \(CSI\)](#)
- [Door and Hardware Institute \(DHI\)](#)
- [eicdc.org Engineers Joint Contract Documents Committee \(EJCDC\)](#)
- [fidic.org International Federation of Consulting Engineers \(FIDIC\)](#)
- [Finishing Contractors Association \(FCA\)](#)
- [Sheet Metal and Air Conditioning Contractors' National Association \(SMACNA\)](#)
- [The Construction Users Roundtable \(CURT\)](#)
- [The Surety & Fidelity Association of America \(SFAA\)](#)
- [Water and Wastewater Equipment Manufacturers Association \(WWEMA\)](#)
- [Women Construction Owners & Executives \(WCOE\)](#)
- [Independent Electrical Contractor Association \(IEC\)](#)
- [ipma.org International Project Management Association \(IPMA\)](#)
- [Lean Construction Institute \(LCI\)](#)
- [Mechanical Contractors Association of America \(MCAA\)](#)
- [National Association of Electrical Distributors \(NAED\)](#)
- [National Association of State Facilities Administrators \(NASFA\)](#)
- [National Association of Surety Bond Producers \(NASBP\)](#)
- [National Association of Women in Construction \(NAWIC\)](#)
- [National Electrical Contractors Association \(NECA\)](#)
- [National Ground Water Association \(NGWA\)](#)
- [National Insulation Association \(NIA\)](#)
- [National Roofing Contractors Association \(NRCA\)](#)
- [National Subcontractors Alliance \(NSA\)](#)
- [National Utility Contractors Association \(NUCA\)](#)
- [Painting and Decorating Contractors of America \(PDCA\)](#)
- [Plumbing Heating Cooling Contractors Association \(PHCC\)](#)
- [pmi.org Project Management Institute \(PMI\)](#)