



4600 BROOKPARK ROAD, CLEVELAND,
OHIO, 44134
(216) 642-1311
(216) 642-1474
QUOTE #: 0043392

DATE: 05/30/2024

PROJECT PROPOSAL

CLIENT

DAVE UNDERCOFFER
WARREN COUNTY SCHOOLS
101 SCHOOL STREET, SUGAR GROVE, PENNSYLVANIA, 16350
P: (814) 723-6900 X1114
E-MAIL: UNDERCOFFERD@WCSDPA.ORG

PROJECT DESCRIPTION

CUBIC YARD BOX DISPOSAL
SUGAR GROVE, PA

THE FOLLOWING DESCRIBES OUR UNDERSTANDING OF THE SCOPE OF SERVICES TO BE PERFORMED BY ENVIROSERVE, FOR THE CLIENT, AT THE ABOVE REFERENCED LOCATION KNOWN AS THE JOB SITE.

Scope of Work

Enviroserve will provide the necessary personnel and equipment to properly segregate, package, manifest, and transport all cubic yard boxes of flammable paints and non hazardous paint/cleaners.

The pallet and cubic yard box of miscellaneous material will be segregated at time of the site service.

FEE STRUCTURE

CUBIC YARD BOX TRANSPORTATION & DISPOSAL

ITEM	EST.QTY.	UNIT PRICE	UNIT	TOTAL
DEDICATED DRUM RECOVERY VEHICLE/DRIVER NOTES: Demurrage at \$ 125.00 / hr after 1 hr loading /1 hr unloading, includes 32% fuel surcharge	1.00	\$1,650.00	TRIP	\$1,650.00
DISPOSAL - NON HAZARDOUS MATERIAL - CUBIC YARD / PALLET / 275 G TOTE NOTES: Boxes 1,3,5,7,9,11,12-15	10.00	\$310.00	EACH	\$3,100.00
PAINT IN CANS LOOSEPACK - CUBIC YARD NOTES: Boxes 2,4,6,8,10,17	6.00	\$1,900.00	EACH	\$11,400.00
SUPERVISOR NOTES: 4 hour daily min	10.00	\$85.00	HOUR	\$850.00
SERVICE TRUCK	1.00	\$353.00	SHIFT	\$353.00

CUBIC YARD BOX TRANSPORTATION & DISPOSAL SUBTOTAL: \$17,353.00

TOTAL JOB ESTIMATE: \$17,353.00

Job Estimate is for budgetary purposes only. Job will be billed according to time and materials used.

Time and Material Rates shall be charged portal to portal.

Please note that surcharges shall apply for off specification materials.

Applicable taxes and Environmental Fees are not included in our quotation, but shall be charged as applicable to the work.

Transportation Fuel Surcharges shall apply based on DOE Highway Average Fuel Index. (Currently 21%)

Durations and Quantities are estimated only, actual fees shall be charged as incurred.

Minimum disposal amounts may apply to bulk disposal.

Tolls are not included in transportation rates

E-manifest fees will apply to hazardous waste manifests

Demurrage charged after one hour loading & unloading

Pricing assumes that drums/pallets are staged on a hard surface, accessible via van truck with liftgate & one driver with drum dolly or pallet jack. Inaccessible areas (mud, heavy gravel), excessively heavy, deformed, unwieldy drums may require additional labor and equipment to assist. Fees for additional labor and equipment will be charged per EnviroServe's standard T&M rates.

Conclusions

Our services will be accordingly limited to those activities herein listed unless specific changes, additions or deletions to the scope of work are submitted in writing to this office. If there is any misunderstanding or if you have any questions, please contact the undersigned. Please note that this proposal is valid for 60 days. Pricing is subject to change without notice.

This proposal is not final until the waste stream has been properly characterized, profiled, and accepted by the disposal site.

All services to be performed in accordance with EnviroServe's standard terms and conditions.

Sincerely,

CHIP COUNCIL

CHARLESCOUNCIL@ENVIROSERVE.COM

(216) 287-0307

ENVIROSERVE

ACCEPTANCE

ISSUANCE OF A PURCHASE ORDER BY CLIENT AND/OR INITIATION OF SERVICES BY ENVIROSERVE FOR THIS PROJECT CONSTITUTES ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HEREIN, AS WELL AS AUTHORIZATION FOR THE ABOVE NAMED ENVIROSERVE REPRESENTATIVE, UNDER CLIENT'S INSTRUCTION AND DIRECTION, TO SIGN WASTE PROFILES, SHIPPING MANIFESTS, AND LDR FORMS ON BEHALF OF SAID NAMED GENERATOR COMPANY.

I HAVE READ AND UNDERSTAND THIS DOCUMENT IN ITS ENTIRETY AND AGREE TO ALL TERMS AND CONDITIONS CONTAINED HERE IN:

BY:

SIGNATURE DATE

TYPED/PRINTED NAME TITLE

PURCHASE ORDER # _____

WARREN COUNTY SCHOOLS

QUOTE #: 0043392

EnviroServe Inc. Terms and Conditions

The following terms and conditions apply to all materials sold and services provided by EnviroServe Inc. ("Contractor") to the Client named on the face sheet of this Agreement and are applicable to any subsidiary and/or affiliate of Client that Contractor sells materials to or provides services on such Client's behalf.

1. **Entire and Sole Agreement:** These terms and conditions, along with any terms contained on the face sheet of this Agreement, shall constitute the entire and sole agreement ("Agreement") between Contractor and Client as to the goods sold and/or services provided, and shall supersede all prior oral or written agreements by and between Contractor and Client. These terms and conditions may not be modified, altered or canceled without the express written agreement signed by both Contractor and Client. In the case of any inconsistency between these terms and conditions and any other terms, conditions, or provisions, then the terms and conditions set forth herein shall expressly control. Client expressly waives all provisions contained in any correspondence or forms involved in this transaction which negate, limit, extend or conflict with the terms and conditions stated herein. Client agrees that it has not been induced to enter into this Agreement by any oral or written representation, guaranty or warranty made by Contractor, its employees, agents or representatives other than as expressly set forth herein or on the face sheet hereof. If any portion of this Agreement is deemed to be illegal or unenforceable by a court of law, then the validity of the remaining portions or provision shall not be affected and shall remain in full force and effect. Notwithstanding the preceding sentence, if Contractor in its sole discretion determines that the absence of the eliminated provision is contrary to the original intention of the parties, then Contractor shall have the right to terminate this Agreement.

2. **Governing Law:** The validity, performance, and construction of this Agreement shall be governed in accordance with the laws of the State of Ohio. The parties agree that should any claim be made by and against the parties hereto which seeks to recover a sum less than \$25,000.00, then that claim shall be decided exclusively through the processes of the American Arbitration Association ("AAA"), and any such AAA hearing shall be conducted in Cuyahoga County, Ohio. Should any claim be made by and against the parties hereto, which seeks to recover a sum in excess of \$25,000.00, the parties agree to the exclusive jurisdiction and venue to resolve such claim in the courts located in Cuyahoga County, Ohio.

3. **Independent Contractor:** Contractor shall be an independent contractor and shall determine the method, details, and needs for performing the job(s) covered by this Agreement. Contractor is not now, nor shall it ever become, an employee, partner, agent, or principal of Client while this Agreement is in effect. Contractor is not entitled to the rights or benefits afforded to the Client's employees. Contractor's review or supervision of work prepared or performed by other individuals or entities retained by others shall not relieve such individuals or entities of complete and sole responsibility for the adequacy of their work, for which such other individual and/or entity shall remain completely liable to Client and Contractor.

4. **Changes:** The Client, without invalidating this Agreement, may request changes within the general scope of the services required by the initial contract between it and Contractor. Any change proposed by Client shall not become effective unless and until Contractor consents, in writing, to such change in accordance with Paragraph 1, above. Should any change result in additional cost and/or increase the time of Contractor to perform said services, then Client agrees to compensate Contractor for such additional cost and time, including, without limitation, any overhead and profit margin associated with such cost and time as solely determined by Contractor.

5. Termination:

A.) By Contractor:

Contractor may immediately terminate this agreement in the event of Client's breach or threatened breach of any term or provision of this Agreement, including but not limited to failure to pay on a timely basis, or if Client becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization, dissolution, or similar law, or makes an assignment for the benefit of its creditors, or if Client's actions or inactions causes increased risk, exposure, cost or liability, or if Contractor deems itself insecure as to payment or other matters ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Contractor terminates this Agreement for Client's Default, then Contractor, in addition to being entitled to payment for work already performed, is entitled to liquidated damages, which are not in the way of a penalty, in the amount of 15% of the total contract covered by this Agreement, including any changes approved by Contractor through the date of termination, and reasonable attorney fees and costs of collection. Client acknowledges that the actual damage to Contractor in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Contractor resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Collection of liquidated damages by Contractor shall be in addition to any rights or remedies available to Contractor under this Agreement or at law. Contractor shall not be liable for loss or damage caused by termination of its performance.

B.) By Client:

The Client may terminate this Agreement in whole or in part at any time by written notice. On receipt of such notice, Contractor shall, except as otherwise directed in said notice, immediately discontinue services and shall, if required, make reasonable efforts to procure termination of subcontracts to which Contractor is a party. Thereafter, Contractor may, if it chooses, perform such services as it deems necessary to preserve and protect the services already in progress. In the event of termination pursuant to this Paragraph, the Client agrees to immediately compensate Contractor for work performed up to the date of termination, plus the costs associated with terminating existing subcontracts and/or preserving and protecting services already in progress, and Contractor's expected profit on services required under the initial Agreement. After delivery of such written notice, the Client shall assume all obligations and commitments Contractor had undertaken or incurred in connection with the initial Agreement and shall additionally be responsible for payment for any subcontract with an existing balance and/or for the cost associated with the failure to procure the termination of any subcontract. Should Client terminate this Agreement while in a condition of Default as defined in Paragraph 5(A), above, Client shall remain obligated to pay Contractor liquidated damages as provided in Paragraph 5(A). Collection of liquidated damages by Contractor shall be in addition to any rights or remedies available to Contractor under this Agreement or at law and said amount is herein agreed upon and fixed as liquidated damages because of the difficulty of ascertaining the exact amount of damages that may be sustained by such delay.

6. **Site Conditions:** Client acknowledges that Contractor has not created, generated, stored, nor disposed of hazardous substances,

as that term is defined below, pollution sources, or materials which may be deemed nuisances or hazardous under any applicable law. Client acknowledges responsibility for making all disclosures or reports required by any law or procedure to any third party, including but not limited to governmental authorities and State and US Environmental Protection Agencies. In addition, Client expressly acknowledges and agrees that it is Client's sole obligation and responsibility to obtain and ensure compliance with any permits and/or authorizations required by law. Client further acknowledges and agrees that Contractor shall not take title to, or assume any loss with respect to, hazardous or non-hazardous substances or wastes, and Client agrees to completely indemnify and hold Contractor harmless with respect to such hazardous and non-hazardous substances or wastes. In no event shall Contractor be liable for the acts of third parties, or for loss or damage which is alleged to be caused by, arise out of, or relate to the use or failure of tanks, boxes, bins, lines, utilities, underground structures, or other equipment leased to, rented to, used by or belonging to Client, or which is used by Contractor or left on site by Contractor in connection with the goods or services provided under this agreement. Without limiting the foregoing, in no event shall Contractor be liable for unknown site conditions, or for release, discharge, spillages or disposal from equipment, realty or facilities which are not then in Contractor's actual custody, possession and control, and Client agrees to indemnify and hold Contractor harmless with respect to such release, discharge, spillages or disposal.

7. **Environmental Laws:** For purposes of this Agreement, the term "Environmental Laws" shall mean any Federal, State and local laws, statutes, ordinances, rules, regulations and final orders applicable to the Property, which regulate or pertain to the environment or environmental matters, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; The Clean Air Act, 42 U.S.C. Section 7401 et seq.; The Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; The Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136 et seq.; The Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; The Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; The Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001, et seq.; and The Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq., as amended as the date of this Agreement, and the regulations and rules promulgated thereunder.

8. **Safety:** The Client acknowledges that it is assuming the role of Host Employer and shall comply with the Occupational Safety and Health Act of 1970. The Client shall inform Contractor and its personnel of site specific safety requirements and hazards, including, but not limited to, lockout/tagout procedures, confined space entry, toxic atmospheres, hazard communication, high voltage rules and any other actual or potential hazards.

9. **Warranties:** Contractor warrants that the services provided by it pursuant to this Agreement shall be performed to the standards customarily provided by members of the same or similar profession under similar conditions. **CONTRACTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE FITNESS OF A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY OR ANY OTHER WARRANTY. CONTRACTOR EXPRESSLY DISCLAIMS ALL ORAL WARRANTIES AND ANY OTHER WARRANTY NOT SPECIFICALLY MENTIONED HEREIN. CONTRACTOR SPECIFICALLY DISCLAIMS ANY WARRANTY CONCERNING THE ACCURACY OR SUFFICIENCY OF ANY ADVICE OR RECOMMENDATIONS GIVEN TO CLIENT IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT.** Contractor shall have no liability for defects in any performance attributed to Contractor's use of or reliance upon information furnished to it by others, including Client and/or for defects in performance based upon site conditions, whether latent or obvious, which were not expressly made known to Contractor at the time service commenced. Under no circumstances will Contractor, or any person or entity acting through it, be liable for damages (including electrical) caused by Contractor's installation and construction methodologies that in Contractor's sole opinion, are required by the job covered under this Agreement. Under no circumstances will Contractor, or any person or entity acting through it, be liable to Client for any Consequential, Incidental, Special, Punitive or Other Indirect Damages, or damages for delay, loss of productivity, loss of use, or lost profits associated with the job covered by this Agreement. Client knowingly and expressly waives all claims for loss or damage, including those arising from breach of contract, breach of warranty or negligence, claimed to have arisen out of the performance of the job covered by this Agreement, unless Client gives Contractor written notice of such claimed breach or negligence within ten (10) days after such alleged occurrence.

10. **Leased Equipment:** Any Leased Equipment provided by Contractor shall at all times be the property of Contractor with the exception of certain miscellaneous installation materials purchased by the customer, and no right or property interest is transferred to the Customer hereunder, except the right to use any such Equipment as provided here. Customer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the equipment. Customer shall be responsible to maintain the Equipment in good and efficient working order.

11. **Indemnification:** Contractor shall hold Client harmless from any lawsuits against Client resulting from the willful acts or gross negligence of Contractor occurring in the performance of its obligations under this Agreement. Contractor's liability shall be limited to the sum of the contract between Contractor and Client and shall not exceed the limits of any insurance coverage maintained by Contractor and applicable to such occurrence and/or the job covered by this Agreement. These limitations apply whether the liability is based on contract, tort, strict liability or any other theory. Client agrees to indemnify and hold Contractor harmless from any and all claims, demands, losses, costs, lawsuits, penalties and fines which relate to or arise from the job covered under this Agreement. Without limiting the foregoing, Client further agrees to indemnify and hold Contractor harmless from any and all claims, demands, losses, costs, lawsuits, penalties and fines which relate to or arise from actions or inactions of the Client, or any person or entity working through or for Client, or which relate to or arise from or due to any information, analysis, drawing, specification, procedure or other data provided or which should have been provided by or through Client.

12. **Confidential Information/Trade Secrets:** The Client acknowledges that all information regarding Contractor compiled or obtained by Client or used in the completion of work or furnished to Client in connection with the work covered by this Agreement, is Confidential Information and Contractor's exclusive property, except to the extent such information is or becomes public through no fault of Client or anyone receiving information from Client. Client acknowledges that Contractor will be irreparably damaged if Client were to disclose any of the Confidential Information that Client has received or dealt with, or will receive or deal with, as a result of his, her its, relationship with Contractor. Client shall preserve and protect the confidentiality of the Confidential Information and all tangible forms thereof, whenever disclosed to Client. Client shall not disclose or disseminate Confidential Information to any person, firm, or entity (other than authorized personnel of Contractor) or use the Confidential Information for his, her, its

own benefit or for the benefit of any third party, without prior written approval of Contractor. Client further acknowledges that the Trade Secrets of Contractor comprise a part of the Confidential Information as to which Client has and/or will have knowledge and access. Client acknowledges the competitive value and confidential nature of such Trade Secrets, and recognizes and agrees that the disclosure and/or improper use of such Trade Secrets will cause serious and irreparable injury to Contractor.

The term "Confidential Information" means any data or information, of any kind, nature or description, about or concerning the business or operations of Contractor, including, but not limited to, any information relating to past, present, or future sales, financial structure, pricing, marketing data, personnel data, products, software, research, development, inventions, computer processes, techniques, designs, programs and codes, or other technical information and data; the names, addresses, buying habits or practices of any of Contractor's clients or customers; Contractor's business; compensation paid to other clients and independent contractors and other terms of their contractual arrangement; but does not include information which is or becomes available to the public through no fault of Client or anyone receiving information from Client.

The term "Trade Secret" means any data or information, including, but not limited to, technical or nontechnical data, specifications, designs, plans, proposals, copyrightable work, financial, business and marketing plans or data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, product plans, actual or potential customer or supplier lists and information, or other information similar to any of the foregoing, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use.

13. **Non-Solicitation of Employees:** In the course and scope of Contractor's work, Client acknowledges and understands that it may learn of the identity of Contractor's suppliers and employees, including both salaried and hourly Union employees. Client and Contractor acknowledge that Contractor has devoted substantial time and resources into developing the relationships with its suppliers and employees, and that this is valuable and useful information. Therefore, Client shall not, directly or indirectly, either for itself or through any affiliate or other person or entity, (1) cause or seek to cause any of Contractor's suppliers, vendors, purchasing agents, or customers to cease transacting business with Contractor; or (2) cause or seek to cause any of Contractor's prospective suppliers, vendors, purchasing agents, or customers not to transact business with Contractor; or (3) recruit, solicit or hire, or attempt to recruit, solicit or hire, or induce or attempt to induce, or take any action in order to (or that is likely to) induce, or attempt to induce, any employee or agent of Contractor to terminate an employment or other relationship with Contractor; or (4) solicit on behalf of any other party other than Contractor any orders for the products or services hereafter sold or provided by Contractor from any person or entity, whether a customer or potential customer of Contractor, or (5) contact or communicate with, on behalf of any party other than Contractor, any supplier, vendor, purchasing agent, or customer with whom Contractor transacts business or with whom Contractor anticipates transacting business for the purpose of Competing; and (6) employ any person who was employed by Contractor at any time within the two years prior to employment by Client. Client acknowledges that any breach of the above will cause serious and irreparable injury to Contractor such that Contractor will be entitled to the recovery of all of its damages.

14. **Right of First Refusal Option:** Client grants to Contractor a right of first refusal option to match any written offer received by Client to provide the same services that are being performed by Contractor under the Agreement. Contractor shall have fourteen (14) days upon which to respond to or match any such offer or to terminate this Agreement in its sole discretion, without further recourse from Client. In the event of termination, Client shall pay to Contractor, liquidated damages as defined in Section 5.

15. **Access:** Contractor will require clear unhindered access to the worksite and is not responsible for damages to paved surfaces. Contractor is not responsible for dirtying of Client's premises or for any damage caused by placement of equipment necessary for completion of the job covered under this Agreement.

16. **Reuse of Documents:** All documents prepared by Contractor are the Contractor's property and are not intended or represented to be suitable for use by others, or the use by Client beyond the scope of this Agreement. Any use by others, or reuse by Client beyond the scope of this Agreement are expressly forbidden and shall be at the user's sole risk.

17. **Force Majeure:** Contractor's obligation to provide goods or services under this Agreement shall be suspended if its performance is hindered or delayed due to any cause not reasonably within its control, including but not limited to, acts of God, strikes, labor disputes, weather, disturbances, riots, fire, crime, governmental action or intervention, war, acts of other contractors or subcontractors, acts of Client, unavailability or shortage of power, labor, transportation, or supplies. In the event of such occurrence, Contractor may, at its sole option, suspend its performance or terminate this Agreement, and in either case, shall not be held accountable or liable for damages, costs, or expenses.

18. **Proposal:** Unless otherwise stated in its proposal, the proposal provided by Contractor shall remain valid for a period of sixty (60) days. Notwithstanding the foregoing, the proposal may further be amended or withdrawn without prior notice to Client if information becomes available to Contractor which would, in its opinion, affect a term of such proposal.

19. **Invoicing & Payment:** Unless otherwise stated in its proposal, Contractor may submit invoices twice monthly and may itemize labor and non-labor charges. Unless otherwise specified in writing, all change orders or work performed outside of the scope of the original proposal, and all subcontractor expenses, will be billed at cost plus reasonable overhead and profit margin. Invoices are due and payable within thirty (30) days after the date on the respective invoice. Interest shall be due and payable on any unpaid balance at the rate of 1 ½% per month. All goods and services provided by Contractor shall be deemed satisfactory and acceptable to Client unless Client specifically notifies Contractor in writing of any alleged deficiencies within fifteen (15) days following furnishing of the subject good or service. Should any obligation of Client be placed into the hands of an attorney for collection, the Client agrees to pay all attorney fees incurred by Contractor in the pursuit of said obligation.

20. **Waiver:** Contractor shall not be deemed to have waived any of its rights, powers, or remedies under this Agreement or at law or in equity, unless such waiver is in writing and executed by Contractor. No delay or omission by Contractor in exercising any right, power or remedy shall operate as a waiver thereof. No waiver of any default shall operate as a waiver of any other default.

21. **Assignment:** Client may not assign this Agreement without Contractor's express prior written consent.

22. **General Acknowledgement:** Client expressly acknowledges that it has been given the opportunity to read the above terms and conditions and that it understands its obligations, rights and responsibilities under the Agreement with Contractor and Client expressly waives any

defenses concerning its knowledge or understanding of its rights, responsibilities and obligations under this Agreement.

Revised 1/1/2020