

**ENVIRONMENTAL
& ASBESTOS
SERVICES, INC**

AGREEMENT FOR ENVIRONMENTAL SERVICES

ENVIRONMENTAL & ASBESTOS SERVICES, INC and the undersigned Contracting Party (Client) by their duly authorized representative, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby execute this Agreement for Environmental Services (the Agreement) and agree as follows:

Project Number: EAS2022-008	Date: 5/4/2022
Contracting Party: Alpena County	Other Contact:
Address: 720 W. Chisholm St. Alpena, MI 49707	Address:
Telephone: 989-354-9502	Telephone:
Cell:	Cell:
Principal Contact: Mary Catherine Hannah,	Principal Contact:

Project Site: Boys and Girls Club
601 River St., Alpena, MI 49707

☐ Check if legal description provided

Project: Prepare a Phase I Environmental Site Assessment, conducted to current ASTM Standard Practice E-1527-21. The Terms and Conditions of this agreement shall apply to any additional services provided under this agreement. Additional services, if needed, including but not limited to: General Consulting, Phase II Site Assessment, Baseline Environmental Assessment and Due Care Plan; will only be initiated upon receiving written authorization from the contracting party.

☐ Check if further documents describing Project are attached.

Cost Estimate: Two thousand five hundred and 00/100

Dollars: \$2,500

Retainer required: No

**THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE HEREOF
CONSTITUTE AN INTEGRAL PART OF THIS AGREEMENT.**

**THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS, AND ACCEPTS THE TERMS AND CONDITIONS CONTAINED ON THIS PAGE, ON THE REVERSE HEREOF AND ON ALL ATTACHMENTS HERETO.
EXECUTION OF A FACSIMILE COUNTERPART OF THIS AGREEMENT SHALL BE DEEMED EXECUTION OF THE ORIGINAL AGREEMENT.
FACSIMILE TRANSMISSION OF AN EXECUTED COPY OF THIS AGREEMENT SHALL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT.**

**ENVIRONMENTAL
& ASBESTOS
SERVICES, INC**

Alpena County

(SIGNATURE) _____ (DATE) _____
By: Richard J. Brege
Its: Senior Project Manager

(SIGNATURE) _____ (DATE) _____
By: _____
Its: _____

TERMS AND CONDITIONS OF AGREEMENT FOR ENVIRONMENTAL SERVICES

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1. Performance; Timeliness; Delays. ENVIRONMENTAL & ASBESTOS SERVICES, INC shall furnish and perform the environmental services described as the Project in accordance with accepted professional standards in the environmental services industry in Michigan and shall exercise due care in the performance of such services; provided however, Environmental & Asbestos Services, INC makes no warranty, express or implied, with respect to such services and ENVIRONMENTAL & ASBESTOS SERVICES, INC shall not be liable for any claims, demands, damages, actions, fees, costs, expenses (including, without limitation, actual attorneys' fees), charges, losses or liabilities other than those resulting directly and solely from the negligent acts of ENVIRONMENTAL & ASBESTOS SERVICES, INC or its direct agents.. ENVIRONMENTAL & ASBESTOS SERVICES, INC makes no representation or warranty, express or implied, as to its findings, recommendations, plans, specifications or advice with respect to the Project other than that such are made in accordance with accepted professional standards in the environmental services industry in Michigan. ENVIRONMENTAL & ASBESTOS SERVICES, INC shall not be liable for incidental or consequential damages to Client or any third party and in any event the liability of ENVIRONMENTAL & ASBESTOS SERVICES, INC under this Agreement shall not exceed the aggregate sum of those fees actually paid by Client to ENVIRONMENTAL & ASBESTOS SERVICES, INC on the Project. ENVIRONMENTAL & ASBESTOS SERVICES, INC shall endeavor to proceed with the Project in a timely fashion but shall not be responsible for any delays in performing or completing the Project which are caused by the action or inaction of Client, any third party or parties (including governmental agencies or authorities), or acts beyond the absolute control of ENVIRONMENTAL & ASBESTOS SERVICES, INC.
2. Nature of Estimates; Payment; Delinquency. Any and all estimates made by ENVIRONMENTAL & ASBESTOS SERVICES, INC with respect to the Project are estimates only and are not binding upon ENVIRONMENTAL & ASBESTOS SERVICES, INC. All estimates are based upon available and existing information, which is acknowledged as incomplete given the nature of the environmental services contemplated by the Project. The actual amounts due to ENVIRONMENTAL & ASBESTOS SERVICES, INC from Client may vary depending upon actual conditions, field conditions, and other conditions encountered during the Project. Invoices for services performed in conjunction with the Project will be mailed by ENVIRONMENTAL & ASBESTOS SERVICES, INC to Client on a monthly basis and client shall pay each such invoice in full, without defense or set off, within thirty (30) days of receipt. Client shall pay for any and all services performed or contracted for by ENVIRONMENTAL & ASBESTOS SERVICES, INC and for any and all costs and expenses incurred by ENVIRONMENTAL & ASBESTOS SERVICES, INC relating to the Project, including, without limitation, all customary overhead and administrative charges of ENVIRONMENTAL & ASBESTOS SERVICES, INC. All outstanding delinquent amounts shall accrue an administrative charge equal to one and one-half percent (1 1/2%) per month, which charge is intended to reasonably reflect the administrative costs associated with bookkeeping and other necessary expenses resulting from such delinquency and is not intended as a penalty payment. ENVIRONMENTAL & ASBESTOS SERVICES, INC shall have the right to record a lien on the Project Site unless all sums when due from Client to ENVIRONMENTAL & ASBESTOS SERVICES, INC are paid in full. Client shall be responsible for all costs (including, without limitation, actual attorneys' fees) associated with the recording and discharging of such a lien, and for any and all costs (including actual attorneys' fees) incurred by ENVIRONMENTAL & ASBESTOS SERVICES, INC in the collection of sums owing by Client hereunder. ENVIRONMENTAL & ASBESTOS SERVICES, INC shall not be required to proceed or continue on the Project during any period in which Client is delinquent in the payment of any one or more invoices on the Project. Any and all original drawings or documents prepared by ENVIRONMENTAL & ASBESTOS SERVICES, INC relating to the Project shall remain the property of ENVIRONMENTAL & ASBESTOS SERVICES, INC. At such time as full payment is made, copies of said original drawings shall become the property of the client. ENVIRONMENTAL & ASBESTOS SERVICES, INC reserves the right to require such retainer fees as it deems appropriate and the obligations of ENVIRONMENTAL & ASBESTOS SERVICES, INC hereunder are expressly conditioned upon ENVIRONMENTAL & ASBESTOS SERVICES, INC's approval of such credit information as it shall deem necessary or appropriate.
3. No Warranty of Equipment. Equipment not manufactured by ENVIRONMENTAL & ASBESTOS SERVICES, INC is sold WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, BY ENVIRONMENTAL & ASBESTOS SERVICES, INC. THIS EXCLUSION EXPRESSLY ENCOMPASSES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENVIRONMENTAL & ASBESTOS SERVICES, INC conveys to Client any and all warranties, if any, as the manufacturer provides to ENVIRONMENTAL & ASBESTOS SERVICES, INC.
4. Inspection of Time Sheets, Etc. Client shall be permitted reasonable access, during ordinary business hours and upon giving reasonable advance notice, to review the fee structure, hourly rates, time sheets, invoices, and expense sheets in the possession of ENVIRONMENTAL & ASBESTOS SERVICES, INC relating to the Project at the offices of ENVIRONMENTAL & ASBESTOS SERVICES, INC.
5. Termination. This Agreement may be terminated by either party hereto upon not less than fifteen (15) days' written notice to the other party specifying such party's desire to terminate this Agreement. Notwithstanding any termination, Client shall remain liable to pay ENVIRONMENTAL & ASBESTOS SERVICES, INC for any and all work performed, and all costs and expenses incurred by ENVIRONMENTAL & ASBESTOS SERVICES, INC or third parties relating to the Project on or prior to the effective date of termination. To the extent that ENVIRONMENTAL & ASBESTOS SERVICES, INC incurs further expense due to termination of this Agreement by Client, Client shall remain liable for such further expenses.
6. Third Parties. ENVIRONMENTAL & ASBESTOS SERVICES, INC may, in its sole and absolute discretion, engage such third parties as it deems necessary or appropriate on behalf of Client to perform any portion or portions of the Project. ENVIRONMENTAL & ASBESTOS SERVICES, INC shall not be responsible for or in any manner guarantee the performance of any such third party and ENVIRONMENTAL & ASBESTOS SERVICES, INC shall not be liable for the acts of omissions of any such third party.
7. Legal Survey. Client shall provide an accurate legal description of the Project Site.
8. Indemnification. Client shall indemnify, defend and hold harmless, ENVIRONMENTAL & ASBESTOS SERVICES, INC, its officers, directors, employees and agents from and against any and all claims, demands, damages, actions, fees, costs, expenses (including, without limitation, actual attorneys' fees), charges, losses and liabilities relating in any manner whatsoever to the Project or to ENVIRONMENTAL & ASBESTOS SERVICES, INC's performance of services hereunder; provided, however, Client shall not be required to indemnify ENVIRONMENTAL & ASBESTOS SERVICES, INC for any actual and direct injury or damage (specifically excluding incidental or consequential damages) caused directly and solely by the negligent acts of ENVIRONMENTAL & ASBESTOS SERVICES, INC.

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9. Project Site; Hazardous Substances. Client shall be solely responsible for all aspects of security at the Project Site and shall obtain any and all necessary third party consent in the event the rights of third parties are to be affected by the Project. Client shall provide ENVIRONMENTAL & ASBESTOS SERVICES, INC with a written list of any and all hazardous substances located at the Project Site that they may have knowledge.
10. Modification; Binding Effect; No Waiver; Governing Law. This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all written or oral understandings relating to the subject matter hereof. This Agreement may be modified only by a writing signed by both parties hereto. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provisions hereof, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding unless expressed as such in a document executed by the party making the waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Venue and jurisdiction for any litigation associated with this contract shall be in the county in which the project site is located.

Client Initials _____ Date _____

ENVIRONMENTAL & ASBESTOS SERVICES, INC. Project No. EAS2022-008