



9546 Brandywine Road, Northfield Center, OH 44067
Phone: (330) 467-7646 Fax: (330) 650-0815 www.northfieldcenter.com

FISCAL OFFICER
Andy LaGuardia

TRUSTEES
Paul G. Buescher, Chair
Richard H. Reville, Vice-Chair
Russell F. Mazzola, Trustee

ADMINISTRATOR
Steve Wright

NOTICE & AGENDA
NORTHFIELD CENTER TOWNSHIP
BOARD OF TRUSTEES SPECIAL MEETING
Thursday, April 23, 2020

Immediately following Work Session, which begins at 5 p.m.
(Draft as of April 21, 2020-Subject to change prior to meeting)

The public was notified of this WebEx meeting by Facebook, Twitter, Community Focus, an e-mail Sunshine Law notice to the Meeting Notification List, information placed on the Township’s website, and the electronic sign.

The COVID-19 relief legislation passed out of the state legislature, on March 25, 2020, included language regarding open meeting laws. For the duration of the state of emergency – or until December 1st, whichever comes first – state boards and commissions, local and county governments, and higher education boards are permitted to operate meetings electronically, as long as the public is aware and can participate electronically.

The access information for this Special Meeting is as follows:

Internet Access

Meeting link:
<https://townadministrator.my.webex.com/townadministrator.my/j.php?MTID=m0fc76faccfe32d3c790d6284fa90ab2c>

Meeting Password: PublicMeeting (78254263 from phones)

Meeting Number: 147 501 654

Call-In Information (for those without a computer microphone or sufficient Internet access)

Number: 1-650-215-5226 or 1-631-267-4890

Access code for call-in: 147 501 654

There will be no public comments during this Special Meeting.

A. THE CHAIR CALLS THE MEETING TO ORDER AT _____ P.M.

Roll Call: Russell F. Mazzola ____; Richard H. Reville ____; Paul G. Buescher ____.

B. MOTIONS/RESOLUTIONS

- 1) The Chair requests **Resolution No. 20/04-23**__ to: Authorize Township Administrator Steve Wright to execute the Service Agreement with Wolfscape, Inc., for the provision of lawn mowing and landscape planting and maintenance services for the Township, for the period commencing at the time of Agreement execution and concluding on November 30, 2020. **The Service Agreement is attached to this agenda.**

_____ moves; _____ seconds.

Discussion: _____

Roll Call: Russell F. Mazzola ____; Richard H. Reville ____; Paul G. Buescher ____.

- 2) The Chair requests **Resolution No. 20/04-23**__ to: Approve the transfer of \$19,000 from the 01-A-26 (Other Expenses) Fund to the 01-F-08 (Other Expenses) Fund.

_____ moves; _____ seconds.

Discussion: _____

Roll Call: Russell F. Mazzola ____; Richard H. Reville ____; Paul G. Buescher ____.

- 3) The Chair requests **Resolution No. 20/04-23**__ to: Approve a Purchase Order, in the amount of \$18,355.00, to be drawn from the 01-F-08 (Other Expenses) Fund, for Wolfscape, Inc., for lawn mowing and landscape planting and maintenance services for the Township for calendar year 2020. *Please note: This vendor was selected as the lowest and/or best bidder.* **This resolution replaces Resolution No. 20/04-13C.**

_____ moves; _____ seconds.

Discussion: _____

Roll Call: Russell F. Mazzola ____; Richard H. Reville ____; Paul G. Buescher ____.

- 4) The Chair requests **Resolution No. 20/04-23**__ to: Request that the Summit County Engineer's Office install permanent "NO PARKING" signs along the east side of Brandywine Road, from the Interstate 271 underpass north to the Brandywine entrance of the All Saints Cemetery. This was requested as a safety measure by the Cuyahoga Valley National Park.

_____ moves; _____ seconds.

Discussion: _____

Roll Call: Russell F. Mazzola _____; Richard H. Reville _____; Paul G. Buescher _____.

- 5) The Chair requests **Resolution No. 20/04-23** to: Approve a Purchase Order, in the amount of \$2,576.40, to be drawn from the 03-A-10 (Other Expenses) Fund, payable to Clean Harbors, for vacuuming out of the Service Department’s oil and water separator and disposal of any solid contents. **The quote is attached to this agenda.**

_____ moves; _____ seconds.

Discussion: _____

Roll Call: Russell F. Mazzola _____; Richard H. Reville _____; Paul G. Buescher _____.

- 6) The Chair requests **Resolution No. 20/04-23** to: Approve a Purchase Order, in the amount of \$6,800.00, to be drawn from the 01-F-02 (Park and Recreation Improvement of Sites) Fund, payable to Done on Time Construction, Inc., for relocation of the playground equipment from Crestwood Park to Beacon Hills Park. (This is part of the NatureWorks Grant Project.) *Please note: This vendor was selected as the lowest and/or best bidder.* **The quote is attached to this agenda.**

_____ moves; _____ seconds.

Discussion: _____

Roll Call: Russell F. Mazzola _____; Richard H. Reville _____; Paul G. Buescher _____.

- 7) The Chair requests **Resolution No. 20/04-23** to: Approve a Purchase Order, in the amount of \$24,280.00, to be drawn from the 01-F-02 (Park and Recreation Improvement of Sites) Fund, payable to Done on Time Construction, Inc., for Beacon Hill Park grading and drainage work and playground area enlargement. (This is part of the NatureWorks Grant Project.) *Please note: This vendor was selected as the lowest and/or best bidder.* **The quote is attached to this agenda.**

_____ moves; _____ seconds.

Discussion: _____

Roll Call: Russell F. Mazzola _____; Richard H. Reville _____; Paul G. Buescher _____.

- 8) The Chair requests **Resolution No. 20/04-23** to: Approve the revised Beacon Hills Park Project Plan, which was completed on 4/20/2020. **The schematic for the plan layout is attached to the Work Session agenda.**

_____ moves; _____ seconds.

Discussion: _____

Roll Call: Russell F. Mazzola ____; Richard H. Reville ____; Paul G. Buescher ____.

- 9) The Chair requests **Resolution No. 20/04-23** to: Suspend contributions to the FAIR (Fire Awareness Instruction Respect) Fund Program for calendar year 2020. These funds, which are drawn from ambulance billing proceeds, are used to provide public education regarding fire safety.

_____ moves; _____ seconds.

Discussion: _____

Roll Call: Russell F. Mazzola ____; Richard H. Reville ____; Paul G. Buescher ____.

C. TRUSTEES' REPORTS AND COMMENTS

D. TRUSTEE _____ REQUESTS A MOTION FOR ADJOURMENT.

_____ moves; _____ seconds.

Discussion: _____

Roll Call: Russell F. Mazzola ____; Richard H. Reville ____; Paul G. Buescher ____.

The meeting adjourned at _____ p.m.

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is dated this ____ day of _____, 20____ by and between NORTHFIELD CENTER TOWNSHIP, a Summit County, Ohio Township (the "Client" or "NCT") and WOLFSCAPE INC., an Ohio Corporation with a principle place of business located at 285 East Twinsburg Rd., Northfield, Ohio 44067 (the "Wolfscap").

BACKGROUND

WHEREAS, NCT is the owner of certain parcels of land (the "Township Properties"); and

WHEREAS, the Township Properties require Lawn Mowing and Landscape Maintenance (the "Services"); and

WHEREAS, NCT requested quotes for said Services to be performed in accordance with Ohio Law and other applicable law; and

WHEREAS, Wolfscap submitted a certain bid sheet with NCT (the "Bid Sheet"); and

WHEREAS, NCT wishes to enter in to procure Wolfscap's Services, and Wolfscap wishes to provide said Services;

NOW THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

SERVICES PROVIDED

1. Wolfscap agrees to provide the Services in accordance with the Bid Sheet, attached hereto as Exhibit A.
2. Wolfscap may not contract any third party to provide the Services unless expressly permitted in writing by NCT.

TERM OF AGREEMENT

1. The term of this Agreement (the "Term") shall begin on the date this Agreement has been signed by both Parties and will extend through November 30, 2020.
2. The Term may be extended upon further written agreement by the Parties on an as-needed basis.

3. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide at least 14 days' written notice to the other Party.

PAYMENT

1. The Parties agree to the financial terms on the Bid Sheet. In addition, the Parties agree that the total cost of the Services shall not exceed Eighteen Thousand Three Hundred Fifty-Five Dollars (\$18,355.00).
2. Wolfscape shall submit a bill for the Services completed to NCT on a monthly basis. NCT shall then remit payment for said completed Services within Thirty (30) days of receipt of said bill.
3. In the event that NCT requires a change in the Services, whether by decrease in number of parcels, increased maintenance needs, or otherwise, the Parties agree to amend the total and monthly costs accordingly. The formula for such a change is as follows:
Weekly maintenance properties: 1 acre = \$40.00 plus a location fee of \$20.00 (movement of truck to additional site) weekly. Monthly maintenance: 1 acre = \$50.00.

EQUIPMENT

1. Wolfscape shall provide all equipment necessary to provide the Services at no additional cost to NCT.

INDEPENDENT CONTRACTOR AND NO EXCLUSIVITY

1. In providing the Services under this Agreement, it is expressly agreed that Wolfscape is acting as an independent contractor and not as an employee. Further, nothing in this Agreement creates any other type of legal relationship other than that of an independent contractor and therefore does not necessitate NCT to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, pension, or any other employee benefit for Wolfscape during the Term. Wolfscape is responsible for paying, and complying with reporting requirements for any local, state, and federal taxes related to payments made under this Agreement.
2. The Parties acknowledge that this Agreement is non-exclusive and that Wolfscape will be free during the Term of the Agreement to engage or contract with third parties for the provision of services similar to the Services provided to the Township, except that Wolfscape may not contract with a third party for the purposes of providing the Services to the Township unless the Township provides written consent.

NOTICE

1. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement shall be given in writing and delivered to the Parties via regular mail or electronic mail at the following:
 - a. NORTHFIELD CENTER TOWNSHIP
9546 Brandywine Road
Northfield, OH 44067
townadministrator@northfieldcenter.com
 - b. WOLFSCAPE INC.
285 East Twinsburg Road
Northfield, OH 44067
brandondolly@wolfscape.net

DEFAULT

1. In the event that one Party does not perform its duties under this Agreement, the non-performing Party shall be considered in default. Upon such a default, the non-defaulting Party shall notify the defaulting Party of such a default in writing. Upon notification of such a default, the defaulting Party shall have Seven (7) days to cure said default.

INDEMNIFICATION

1. Except to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive any termination of this Agreement.

MODIFICATION OF AGREEMENT

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ENTIRE AGREEMENT

1. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

GOVERNING LAW

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any dispute shall be brought in a court with competent jurisdiction in Summit County.

SEVERABILITY

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

1. The waiver by either Party of a breach, default, or delay, or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF, the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, 20_____.

NORTHFIELD CENTER TOWNSHIP

WOLFSCAPE INC.

By: _____

By: _____

Its: _____

Its: _____

Approved as to form by:

/s/ Raymond J. Hartsough
Raymond J. Hartsough (#0097025)
Counsel for Northfield Center Township



Clean Harbors Environmental Services, Inc.
2930 Independence Road
Cleveland, OH 44115
www.cleanharbors.com

January 28, 2020

Attn: Mr. Richard Youel
Northfield Center Township
8484 Olde Eight Road
Northfield Center, OH 44067

Quote #3399493

Dear Mr. Youel:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Adrian M Cano
Field Service Specialist
Phone: 216.429.2401



QUOTE CONDITIONS

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

Clean Harbors to provide an operator and High Powered vacuum truck to vacuum out oil water separator.

A waste profile sheet must be completed, signed and approved for the appropriate disposal of waste, based on final results, disposal pricing is subject to changed.

Provide free and clear access to work area.

Tanker cleanout charge only if necessary.

Customer to provide water and hose if material requires water to be added to loosen any heavy/dense material in separator.

ESTIMATE ONLY



QUOTE SUMMARY

Description	Amount
TASK 1: VACUUM OUT OIL WATER SEPARATOR \$980.00 per day, estimated 1 days	\$980.00
TASK 2: DISPOSAL	\$1,300.00
Subtotal	\$2,280.00
Estimated Recovery Fee	\$296.40
QUOTE TOTAL	\$2,576.40

ESTIMATE ONLY



TASK 1: VACUUM OUT OIL WATER SEPARATOR

TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL	\$980.00
\$980.00 per day, estimated 1 days	
Estimated Recovery Fee	\$127.40
Estimated total, including Fees	\$1,107.40

TASK 2: DISPOSAL

DISPOSAL

Profile / Waste Code	Waste Description	Price/UOM
CNOS	NON HAZARDOUS SEMI-SOLIDS	\$0.65 / gallon*

*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum Price
CNOS	container	\$160.00

TRANSPORTATION

Transportation Hub	Vehicle Type	Unit Rate	Unit of Measure
Vexor Technology Inc	Flat Bed Truck	N/A	N/A

Transportation is covered by Labor, Equipment, and Material on another Task.

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CNOS	<p>Non Hazardous Semi-Solids</p> <p>Must be able to be landfilled No herbicides, pesticides, or cyanides Source of PCB < 50 ppm Flash point over 140°F PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL ***** Non-hazardous Must be biodegradable No PCB pH – 2.1 to 12.4</p>



WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CNOS	Non Hazardous Semi-Solids PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFARM

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 60 days.
- Terms: Net 15 Days
- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.



GENERAL CONDITIONS

- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 13.0%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/contact-us/customer-resources.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- On June 30, 2018 the EPA activated the E-Manifest system. The EPA will charge the receiving TSDF a fee per manifest. To cover the cost of the E-Manifest, Clean Harbors will charge \$20 per manifest on every invoice.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.
- Customer will be responsible for providing water on site. If not provided, additional charges will apply.



ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above, and the Field Services Agreement in the following pages.

Thank you for the opportunity to be of service.

CUSTOMER'S AUTHORIZED
REPRESENTATIVE OR AGENT

Clean Harbors Environmental Services, Inc.

Signature

Signature

Print Name

Print Name

Date

Date

Phone

Purchase Order Number

Customer Insurance Carrier



FIELD SERVICES AGREEMENT

The Customer acknowledges that the estimated cost is based on a preliminary on-site appraisal by the Clean Harbors Environmental Services, Inc. ("Clean Harbors") field representative and that the amount invoiced by Clean Harbors will be based on labor and materials actually expended in performing the Scope of Work. Any changes in the Scope of Work will be billed in addition to the estimated cost specified above. Customer hereby assigns to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive to pay for the Services provided under this Field Services Agreement and hereby authorizes its insurance company or agent to pay Clean Harbors directly. Customer agrees that all charges that are not paid to Clean Harbors by its insurance company will be paid by the Customer.

This Field Services Agreement establishes the terms and conditions under which Clean Harbors agrees to provide, and Customer agrees to pay for, Services. In consideration of the mutual covenants contained herein, and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have caused this Agreement to be executed by their duly authorized representative as of the date first written below.

STANDARD TERMS AND CONDITIONS

1. Clean Harbors shall provide all labor, materials, tools, equipment and subcontracted items necessary to perform the Services described in the Scope of Work. Clean Harbors represents that it is properly licensed, possesses the requisite skills and shall perform the work in a professional and workmanlike manner.
2. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to Clean Harbors. Customer represents and warrants to Clean Harbors that Customer has the requisite legal right, title, and interest necessary to provide access to the job site.
3. Clean Harbors shall procure and maintain at its own expense during the term of this Agreement the following insurance coverages:

Worker's Compensation:	Statutory
Employer's Liability:	\$2,000,000
General Commercial Liability:	\$2 million per occurrence \$4 million aggregate
Automobile:	\$5 million combined single limit
Contractors Pollution Liability:	\$10 million each Claim \$10 million all Claims

The Customer agrees that Clean Harbors, liability under this Agreement and Scope of Work shall not exceed the value of this contract, or the amount paid to Clean Harbors by Customer, whichever is **less**.

4. The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so. Payment of the total estimated cost is required prior to performance of any service by Clean Harbors unless other payment terms have been established by the parties.

Clean Harbors' standard terms of payment to approved accounts are net fifteen (15) days from the date of invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law, after fifteen (15) days. In the event that legal or other action is required to collect unpaid balances or invoices, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, which may be incurred by Clean Harbors. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.

Customer's obligation to pay the amounts due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of Customer's insurance.

Customer agrees to pay Clean Harbors in accordance with Clean Harbors' published Rate Schedule ("Rates") for any litigation support or testimony provided by Clean Harbors in connection with, or arising out of, the work performed by Clean Harbors hereunder.

5. In the event that work is suspended or terminated for any reason prior to the completion of the Scope of Work, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Clean Harbors at the Rates and for reasonable demobilization costs.
6. Customer agrees that Clean Harbors shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by Clean Harbors, its employees, agents and/or subcontractors.
7. The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.



STANDARD TERMS AND CONDITIONS

8. Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.

Customer agrees to indemnify, save harmless and defend Clean Harbors, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Clean Harbors may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state and local laws, regulations, by- laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

9. The terms and conditions of this Agreement and Scope of Work and any Clean Harbors change orders or Clean Harbors' daily work sheets signed by both parties constitute the entire agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted documents issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. In the event that any portion of this Agreement is invalidated for any reason, the parties agree that all other provisions of this Agreement shall remain in force and effect.
10. Customer's representative or agent represents and warrants to Clean Harbors that it is duly authorized to execute this Agreement on Customer's behalf.
11. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

Work order no. 7887-3
Date, 3/13/2020

**DONE ON TIME
CONSTRUCTION INC.
440-552-4631**

221 Bayberry Dr. Northfield, Oh 44067
Licensed Bonded and Insured

Work performed at:
Northfield Center Township
Northfield Center parks department.
Steve Wright

Description of work to be performed: **Crestwood Lane Playground relocation**

Relocate the entire playground system from Crestwood Ln., Park to Beacon Hill Park.


Start by excavating around all of the outboard slides and climbing apparatuses. Remove the concrete from the posts and unbolt these items.

Secondly I will excavate around all of the posts on the main playground system. Remove the concrete from all of these posts as well. Break the unit down into three large sections. backfill all of the holes and grade for safety. Load up The playground unit and relocate to Beacon Hill Park.

Layout for playground and drill 18 inch holes to set the playground into. Install the three large sections into the new holes and re-fastened together using existing stainless steel hardware. Reinstall all of the existing slides and climbing apparatuses. Pour concrete around all of the posts to secure the playground to match original installation. Play ground to meet or excide Game Time specifications. Grade and clean up the site in all areas where work was performed.

\$6,800.00

Finish grade, seed and install straw at Crestwood Ln. Park add \$700.00



Don Mandot

X _____

Please make check payable to Done On Time Construction Inc.
Mail to 221 Bayberry Dr. Northfield Oh. 44067

Work order no. 7887-1
Date 3/13/2020

**DONE ON TIME
CONSTRUCTION INC.
440-552-4631**

221 Bayberry Dr. Northfield, Oh 44067
Licensed Bonded and Insured

Work performed at:
Northfield Center Township
Northfield Center parks department.
Steve Wright

Description of work to be performed: Beacon Hill Park Grading, Drainage and Playground area enlargement.

Start by hauling in dirt from the service center, approximately 300 to 400 yards at \$5.00 a yard \$1,500.00-\$2,000.00

Remove the topsoil to be saved and re-installed. Cut in a new swale on the east side of the park in order to promote drainage. Re-contour the ground above existing swale on the south side of the park. Utilizing the dirt on site along with dirt hauled in to raise the areas around the playground approximately 6 to 8 inches. This will cause the land to slope toward the ditch on the north side and the swales on both east, south sides. Install 4 inch SDR 35 perforated approximately 700 feet. There will be three straight runs north to south along with a box around the playground. We will also run downspouts to the new pavilion. All of the drain tile will be 16" deep set in #57 wash gravel and run out approximately 1%. Reinstall all of the existing topsoil over all disturbed areas. Using a Harley rake to break up all of the soil to prepare for seating furrow rocks out of the soil and haul off.

Total cost for the scope of work \$14,480.00

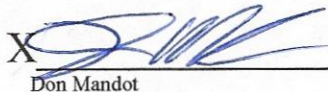
All other pricing is based on this work being competed by Done On Time Construction Inc.

Enlarge the current playground area.

Start by removing and disposing of the existing playground border of six by sixes

Add additional 4 inch SDR 35 perforated drain tile to the system listed above. Dig down approximately 12 inch and install a #57 lime stone bed for the new playground border that is 62'X97'. This border will be constructed from treated six by sixes three high. The first course will be pinned using #4 rebar 24" long. The second two courses will be secured using Ledger lock screws. Grade the entire area in preparation for the Weed block and safety chips.

\$9,800.00

X 
Don Mandot

X _____

Please make check payable to Done On Time Construction Inc.
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