



6006 Groveport Road
Groveport, Oh 43125
ercontractor.com
Main Office | 614.769.6535
Emergency Response | 877.683.7724

Emergency Spill Response Agreement

This Agreement is made on the date of _____, between Environmental Remediation Contractor (ERC), an Ohio corporation with offices located at 6006 Groveport Road, Groveport, Ohio 43125 ("CONTRACTOR"), and _____,

a(n) _____ corporation with its principal place of business at _____ ("CLIENT").

WHEREAS, CONTRACTOR is engaged in the business of providing Emergency Spill Response Services ("Services") to respond to discharges, releases and spills of hazardous and non-hazardous substances; and

WHEREAS, CLIENT desires to engage CONTRACTOR to provide such Services; and,

WHEREAS, CLIENT and CONTRACTOR desire to establish the terms and conditions pursuant to which such Services will be provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

SECTION 1. PURPOSE

1.1 This agreement establishes the terms and conditions under which CONTRACTOR shall provide remedial and other services in connection with a discharge, release and/or spill of hazardous and/or non-hazardous substances.

SECTION 2. SCOPE OF SERVICES

2.1 The Services contemplated in connection with the response to discharges, releases and/or spills of hazardous and/or non-hazardous substances related to the Event may include, but not limited to, the following: containment, recovery, repackaging, and removal of materials; site evaluation, decontamination and restoration; transportation, storage, treatment or disposal of wastes; technical services, including sampling, laboratory analysis, and other related services; and/or standby of personnel and equipment in anticipation of imminent activation. (hereinafter "Services").

SECTION 3. CONTRACTOR'S WARRANTIES

3.1 CONTRACTOR shall provide supervision, labor, materials, tools, equipment and subcontracted items for the performance of the Services.

3.2 CONTRACTOR shall take necessary precautions for the safety of its employees and shall comply with applicable provisions of the Occupational Safety and Health Act. It is understood and agreed, however, that CONTRACTOR shall not be responsible for the elimination or abatement of safety hazards created by or otherwise resulting from work being performed by CLIENT'S employees, its contractors or agents.

SECTION 4. CLIENT'S WARRANTIES

4.1 CLIENT shall provide full and complete information regarding its requirements for the Services.

4.2 CLIENT shall designate a representative who shall be fully acquainted with the Services to be provided hereunder and who shall be authorized to approve changes in the Services; render decisions promptly; authorize commitments and expenditures on behalf of CLIENT; approve CONTRACTOR'S daily worksheets and to accept, verify and approve CONTRACTOR'S invoices.

4.3 CLIENT represents and warrants that it shall provide payment to CONTRACTOR for the services provided by CONTRACTOR as set forth in Section 5, and shall demonstrate (including entering into an unconditional and absolute guarantee agreement at CONTRACTOR'S request) to CONTRACTOR'S satisfaction prior to the commencement of the Services, and at such other times as CONTRACTOR may require, that sufficient funds are available and committed by CLIENT for the entire cost of the Services. Unless such financial assurances are provided by CLIENT, CLIENT agrees that Contractor shall not be required to commence or continue any Services and may immediately stop work. The failure of CONTRACTOR to insist upon the provisions of this paragraph any one time shall not constitute a waiver of CLIENT'S obligation to make payments pursuant to this Agreement nor shall it constitute a waiver of CONTRACTOR'S right to request that evidence of sufficient funds be provided by CLIENT at a later date.

SECTION 5. COMPENSATION

5.1 CLIENT agrees to pay CONTRACTOR in accordance with the Emergency Response Rate Sheet (hereinafter "Rates") for Services provided including but not limited to response or standby activities, including mobilization/demobilization of resources. CLIENT AGREES THAT ALL HOURLY RATES WILL BE BILLED AS AN FOUR HOUR MINIMUM AND ON A PORTAL-TO-PORTAL BASIS.

5.2 CONTRACTOR will present its first invoice to CLIENT as soon as possible following commencement of Services provided hereunder, and subsequent invoices every ten (10) days thereafter. CONTRACTOR'S delay in presenting an invoice shall not be constituted as a waiver of CLIENT'S duty to pay within 15 days. CLIENT agrees to pay the full amount of each invoice amount within fifteen (15) days of the date of receipt of said invoice by CLIENT.

5.3 CLIENT agrees that interest shall accrue and will be paid to CONTRACTOR on any unpaid balance of any invoice (including during insurance review) after fifteen (15) calendar days of receipt of invoice by CLIENT at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is greater.

5.4 In the event that legal or other action is required to collect unpaid balance of invoices due CONTRACTOR, CLIENT agrees to pay all costs of collection, litigation or settlement incurred by CONTRACTOR, including any reasonable attorney's fees.

5.5 In the event that work is suspended or terminated for any reason prior to the completion of the services, CLIENT agrees to pay for labor, equipment, materials, disposal and other costs incurred by CONTRACTOR at the agreed Rates.

5.6 CLIENT agrees to pay CONTRACTOR in accordance with the agreed Rates for CONTRACTOR activities, at CLIENT'S request, in connection with any litigation, litigation support or testimony related to the work performed by CONTRACTOR pursuant to this Agreement.

5.7 In the event that CLIENT submits CONTRACTOR'S invoice for insurance coverage, CONTRACTOR hereby agrees to pay any and all balances not covered by CLIENT'S insurer unless CONTRACTOR has waived such balance in writing.

5.8 CLIENT understands that as a guarantee, after 30 days without receiving a payment CONTRACTOR has the right to use the credit card information provided to by the CLIENT to cover all of the balances due per invoice to CONTRACTOR.

5.9 CLIENT understands and agrees that it will pay CONTRACTOR for the Services contemplated hereunder regardless of fault of another party for causing such Services to be necessary and without regard as to the actual property owner.

SECTION 6. CHANGES IN WORK

6.1 Modifications, including assignments, to the Agreement shall be effective only if in writing and signed by the CLIENT and CONTRACTOR.

6.2 CLIENT agrees to pay CONTRACTOR at the Listed Rates for any costs incurred or delays resulting from Contractor's response to any emergency condition which threatens safety of persons or property during the performance of the Services.

6.3 If any change occurs during the term of this Agreement with respect to any laws, rule, regulations or ordinances which affect the rights or obligations of CLIENT or CONTRACTOR under this Agreement, or the applicability of any taxes or fees, or the cost of handling waste materials, CLIENT and CONTRACTOR shall negotiate in good faith to bring this Agreement into conformance with such change or changes. If an agreement cannot be reached, CLIENT or CONTRACTOR shall have the right to terminate this Agreement immediately upon written notice to the other party.

SECTION 7. INDEMNIFICATION

7.1 Contractor agrees to indemnify and hold harmless CLIENT, its directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, bodily injury to or death of any person or destruction of or damage to any property, except natural resource and other damages, which CLIENT suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of CONTRACTOR, its agents or employees during the performance of the Agreement or CONTRACTOR'S failure to comply with any laws, regulations or lawful authority of failure to comply with its obligations under this Agreement; except to the extent such liabilities, claims, demands and causes of action result from CLIENT'S failure to comply with any laws, regulations or other lawful authority, or CLIENT'S failure to comply with its obligations under this Agreement or result from the negligence or willful misconduct of CLIENT, its employees or agents.

7.2 CLIENT shall indemnify and hold harmless CONTRACTOR, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, any bodily injury to or death of any person or destruction of or damage to property which CONTRACTOR may suffer, incur, or pay out to the extent such are caused by the negligence or willful misconduct of CLIENT, its employees or agents or the failure of CLIENT to comply with any laws, regulations or other lawful authority or the failure of CLIENT to comply with its duties or obligations under this Agreement; except to the extent such liabilities, claims, demands and causes of action result from CONTRACTOR'S failure to comply with any laws, regulation or lawful authority, or CONTRACTOR'S failure to comply with its obligations under this Agreement or result from the negligence or willful misconduct of CONTRACTOR, its employees or agents

SECTION 8. Termination

8.1 This Agreement may be terminated by either party upon forty-eight (48) hours prior notice to the other party.

SECTION 9. NOTICE

9.1 NOTICE – Any notice required or permitted to be given under this Agreement shall be sufficient if on writing and delivered by certified mail to the address listed below:

Client Authorizes ERC to perform the following actions unless otherwise noted:

Control/Contain/Stabilize	X	Analytical Testing	X	Prepare Report	X
Excavate/Remove	X	Backfill & Restoration	X	Sign as Agent of Generator (Profile & Manifest)	X
Transportation	X	Disposal	X	Obtain Temporary EPA ID#	X
Other Actions by Client:					

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written:

CLIENT:

Email:

Signature:

Printed Name:

Title#:

Phone #:

CONTRACTOR:

Environmental Remediation Contractor

6006 Groveport Road

Groveport, Ohio 43215

Signature:

Printed Name:

Title:

614-769-6535

Phone #:



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Owner Information

Name: _____
Phone/Cell Number: _____
E-Mail Address: _____

Company Information

TIN #: _____
Address, City, State, Zip Code: _____
Phone Number: _____
PM Contact, Phone Number: _____
PM E-Mail Address: _____

Remit To Information

Address, City, State, Zip Code: _____
Phone Number: _____
E-Mail Address to send invoices to: _____

Accounts Payable Information

Contact: _____
Phone Number: _____
Fax Number: _____
E-Mail Address: _____

Insurance Claims

Name of Insurance Company: _____
Address, City, State, Zip Code: _____
Contact: _____
Phone Number: _____
E-Mail Address: _____
Claim #: _____

Restaurants

Corporate or Franchised: _____
Owner Name: _____
Address, City, State, Zip Code: _____
Phone Number: _____
Fax Number: _____
E-Mail Address: _____



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Standard Emergency Response Rate Sheet

Emergency Response Services

Effective January 14, 2022

Personnel	Cost	Unit
Administrative Support	\$54.00	Hour
Technician Regular	\$54.00	Hour
Technician Overtime	\$81.00	Hour
Technician Special	\$108.00	Hour
Operator Regular	\$75.00	Hour
Operator Overtime	\$112.50	Hour
Operator Special	\$150.00	Hour
Supervisor, Foreman Regular	\$84.00	Hour
Supervisor, Foreman Overtime	\$126.00	Hour
Supervisor, Foreman Special	\$168.00	Hour
Project Manager Regular	\$110.00	Hour
Project Manager Overtime	\$165.00	Hour
Project Manager Special	\$220.00	Hour
Per Diem (Daily Meal/Laundry Allowance)	\$70.00	Day

Heavy Equipment	Cost	Unit
Pickup Truck w/ Accessories	\$40.00	Hour
ER Service Truck	\$70.00	Hour
ER Trailer-Utility/Support	\$160.00	Day
ER Trailer-Spill	\$420.00	Day
Trailer - Flat Deck Equipment - 12,000 lb.	\$160.00	Day
Trailer - Dump - 7 CY capacity	\$160.00	Day
Trailer - 800 Gallon Vacuum	\$70.00	Hour
Trailer - Power Washer 4,000 PSI Heated	\$200.00	Day
Mini-Excavator - CAT 303 size	\$70.00	Hour
Tracked Skid-Steer Loader- CAT 259 size/Kubota SVL75	\$70.00	Hour
Drum Vac-55 Gallon	\$260.00	Day
Bucket Broom for Skid-Steer	\$215.00	Day
Fork Attachment for Skid-Steer	\$150.00	Day
Harley Rake	\$210.00	Day
Tractor 40 HP (Compact)	\$70.00	Hour
Brush Cutter	\$425.00	Day
Air Compressor - 185 CFM Tow Behind	\$245.00	Day
Polycomposite Mats	\$25.00	Day/Each
Jon Boat	\$300.00	Day

Portable Equipment	Cost	Unit
Hepa Vacuum	\$95.00	Day
Pump - Petroleum Transfer	\$35.00	Day
Pump - 1 1/2" Chemical Transfer	\$250.00	Day
Pump - 2" & 3" Suction & Discharge Hoses	\$20.00	Each/Day
2 Inch Trash Pump	\$135.00	Day
3 Inch Trash Pump	\$165.00	Day
Backpack Sprayer	\$45.00	Day
1 1/2" Chemical Pump	\$250.00	Day
Wet/Dry Vacuum	\$50.00	Day
Coppus Air Blower	\$60.00	Day
Generator (portable)	\$100.00	Day
Man Hole Blower	\$60.00	Day
Pressure Washer-Cold	\$60.00	Day
Chain Saw/Chop Saw	\$60.00	Day
Leaf Blower	\$60.00	Day

Standard Rate Sheet

Emergency Response Services

	<i>Cost</i>	<i>Unit</i>
Effective January 14, 2022		
Propane Vegetation Burner w/1 tank	\$50.00	Day
Containment Boom	\$2.35	FT/Day
Small Air Compressor (electric)	\$50.00	Day
Pump Suction/Discharge Hose	\$20.00	Each/Day
Fuel/Oil Transfer Pump-3/4"	\$35.00	Day
Mercury Vacuum	\$350.00	Day
Roll-Off sludge Box-Hard Top	\$35.00	Day
Roll-Off Container - Tarp Top - 20CY	\$30.00	Day
Roll-Off Container - Drop/Pickup Fee	\$1200.00	Each
Frac Tank - 10,000 Gal.	\$50.00	Day
Frac Tank - 20,000 Gal.	\$70.00	Day
Frac Tank - Drop/Pickup Fee	\$1200.00	Each
Coliwas a or Bailer	\$32.00	Each

Safety Equipment	<i>Cost</i>	<i>Unit</i>
LEL Meter	\$200.00	Day
Air Meter - 4-Gas	\$200.00	Day
Air Meter - PID	\$200.00	Day
PH Indicator Strip	\$1.00	Each
Confined Space Tripod w/ Winch	\$400.00	Day
Fall Protection Harness	\$25.00	Each/Day
SCBA - (Self Contained Breathing Apparatus)	\$250.00	Each/Day
Confined Space Tripod	\$400.00	Day
Traffic Control Signage w/Stand	\$25.00	Each
Cascade Airline System	\$300.00	Day

Non-Reusable Materials	<i>Cost</i>	<i>Unit</i>
Visqueen - 6 Mil Poly	\$160.00	Roll
Absorbent Pads - Aggressive	\$1.50	Each
Absorbent Boom - Aggressive	\$32.00	Each
Absorbent Pads - Petroleum	\$1.35	Each
Absorbent Boom - Petroleum (5")	\$54.00	Each
Absorbent Skimmer Bag - Petroleum	\$20.00	Each
Absorbent Oil Sweep - Petroleum	\$3.00	Foot
Container - 5-gallon DOT Poly Pail	\$48.00	Each
Container - 30-gallon Open Top (Poly)	\$130.00	Each
Container - 55-gallon Open Top (Steel)	\$74.00	Each
Container - 55-gallon Open Top (Poly)	\$180.00	Each
Container - 55-gallon Closed Top (Poly)	\$125.00	Each
Container - Overpack Drum - Steel (85G)	\$420.00	Each
Container - Overpack Drum - Poly (95G)	\$425.00	Each
Container - Poly Tote (275-gallon)	\$365.00	Each
Container - Poly Tote (330-gallon)	\$440.00	Each
Container - Cubic Yard Box Liner	\$55.00	Each
Container - Super Sack Overpack	\$175.00	Each
Drum Sampler	\$32.00	Each
Container - Drum Label	\$3.00	Each
Container - Drum Liners	\$8.00	Each
Dry Sweep Bag	\$15.00	Each
Soda Ash	\$112.00	Bag
Calcium Carbonate	\$75.00	Bag
Agricultural Lime	\$55.00	Bag
Straw Erosion Control Matting	\$90.00	Roll
Straw Erosion Control Pins/Stakes	\$25.00	Box
Boom Stakes	\$1.00	Each
Grass Seed - ODOT Urban/Rural Blend	\$10.00	Pound
Seed - Hydroseed Patch	\$25.00	Bag
Straw	\$14.00	Bale
PH Indicator Strip	\$1.00	Each
Degreaser (Bio Degradable)	\$35.00	Gallon
Container - Cubic Yard Box	\$225.00	Each

Standard Rate Sheet

Emergency Response Services

Effective January 14, 2022

	Cost	Unit
Tape - Chemical	\$60.00	Roll
Tape - Duct	\$12.00	Roll
Shrink Wrap	\$35.00	Roll
Tape - Caution / Danger	\$22.00	Roll
D7 Concentrated Detergent	\$40.00	Gallon
D7 Decontamination Fluid	\$90.00	Gallon
Container - Roll-Off Liners	\$125.00	Each
Sodium Bicarbonate	\$52.00	Bag

PPE	Cost	Unit
Gloves - Work (Leather)	\$15.00	Each
Gloves - PVC - Black Night	\$10.00	Each
Gloves - Nitrile	\$6.00	Each
Gloves - Green 15 mil Nitrile	\$8.00	Each
Gloves - Butyl	\$55.00	Each
Gloves - Silver Shield	\$15.00	Each
Coverall - Tyvek	\$25.00	Each
Coverall - CPF1 Poly Coated Tyvek	\$35.00	Each
Coverall - CPF2 Saranex	\$85.00	Each
Coverall - CPF3 Level B	\$155.00	Each
PVC Rain Suit	\$75.00	Each
PVC Acid Suit	\$195.00	Each
Boots - Latex Covers	\$23.00	Each
Boots - Chemical	\$75.00	Man/Day
Self Contained Breathing Apparatus	\$250.00	Hour
Cascade Air Line System	\$300.00	Day
North Full Face Respirator	\$20.00	Man/Day
Full Face Respirator - Airline	\$20.00	Each/Day
Full Face Respirator - Cartridge	\$20.00	Each/Day
Respirator Cartridge - P100 Particulate	\$15.00	Pair
Respirator Cartridge - OV/AG	\$22.00	Pair
Respirator Cartridge - Defender Multi-Purpose	\$38.00	Pair
Respirator Cartridge - Mercury Vapor	\$55.00	Pair
Respirator Cartridge - Ammonia Vapor	\$38.00	Pair
SCBA Bottle Refill - Breathing Air	\$25.00	Each
Waders	\$50.00	Each
Fire Retardant Coveralls	\$30.00	Each

Waste Disposal	Cost	Unit
Non-Hazardous Solid Disposal - Subtitle D Landfill	\$131.00	Ton
Bioremediation Recycling - Petroleum Contaminated Soil (8 Ton Minimum)	\$35.00	Each
Bioremediation Recycling 55 Gal. Drum - Petroleum Soil	\$120.00	Drum
Non-Hazardous Liquid Disposal Bulk (500 Gal Minimum)	\$0.54	Gallon
Non-Hazardous Liquid Disposal Drum - 55 Gal	\$135.00	Drum
Trucking - Non-Hazardous Soil	\$145.00	Hour
EPA Spill Report	\$425.00	Each
Manifest Preparation	\$30.00	Each
Waste Profile Charge	\$86.00	Each

Additional Information and Conditions

- *Overtime rates are 1.5x listed rates and apply to weekday hours in excess of 8 hours a day, weekday hours before 7am and after 5pm, and all Saturday hours. Special rates are 2x listed rates and apply to Sundays and Holidays. Overtime and Special rates apply to all Personnel rates listed above.
- *A minimum 2 hour of Administrative Support time will apply to each invoice.
- *All rates apply portal to portal (including mobilization, demobilization and restocking) and are calculated from/to the location from which services are rendered.
- *A four (4) hour daily minimum applies to all rates quoted "/hour".
- *Rates quoted "/day" will be billed at the full day rate up to a maximum of 8 hours per day. The "/day" rate will be pro-rated at 12.5% of the "/day" rate for additional hours. There will be no partial billing for partial workdays.
- *Cost plus 20% mark-up will apply to any project-specific purchases, permit fees, hotel costs, equipment replacement costs, rental equipment (unless billed as per rate sheet) and subcontracted services.
- *Prevailing wage rates or other special wage rates are not included in the above listed rates.