

HICKMAN COUNTY BOARD OF EDUCATION
SPECIAL CALLED BOARD MEETING---July 19, 2022

The Hickman county Board of Education met on July 19, 2022, at 6:00 PM in Room 203 of the Central Office Building.

Call To Order

Approval of Agenda

Items Requiring Board Action

EHES Plumbing Project

Announcements

Adjourn

The Hickman County Board of Education will meet in a special called session on Tuesday, July 19, 2022, at 6:00 p.m. in Room 203 of the Hickman County Board of Education Central Office.

- I. Call to Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. Approval of Agenda
- V. Items Requiring Board Action
 - A. EHES Plumbing Project Approval--Director of Schools
- VI. Announcements
- VII. Adjourn



2271 Industrial Ct, Greenbrier, TN 37073

07/18/2022

Hickman County Schools
5191 Tn Hwy 100
Lyles, Tennessee 37033

Dear Tanya,

Hull's Environmental Services, Inc. (Hull's) is pleased to submit the enclosed Quote for the Scope of Work described, along with our Standard Terms & Conditions. We appreciate the opportunity to quote this work and are prepared to perform the work upon your approval.

Please do not hesitate to call me if you have any questions. To accept the quote, please sign and date the final page of the quote.

Sincerely,

Jim Coiner
Area Operations Manager
Hull's Environmental Services



QUOTE

Customer	Hickman County Schools	Quote Number	Q211797NSH
Project Street Address	Hickman East Elementary School	Quote Date	Jul 18, 2022 03:19:17 PM
Project State	TN	Hull's Rep	Jim Coiner
Project City	Lyles		
Project Zip	37033		

SCOPE OF WORK

Hull's Env. will provide Personnel, Equipment, Supplies, and Transportation/Disposal of Non-Hazardous Waste generated from the Cleaning of a Crawl Space under the School Gymnasium. Crawl space has had Sewage waste discharged into a 2' Trench that runs the length of the Gym (Approx. 125' in length). The Operation will require Confine Space Entry and Confine Space Rescue trained Personnel and associated equipment. The following will be the associated Steps to be taken to complete the work:

1. Mobilize Personnel and equipment to the site.
2. Conduct a Safety Meeting with all required personnel involved in the Cleaning Operation.
3. Set up ventilation equipment to Ventilate the space to be entered, and prepare and protect all areas to be utilized by Hull's personnel. (Cover all flooring area's).
4. Conduct Air Monitoring operations through out the work cycles.
5. Remove Additional soils from under Steel beam to give better access to entry personnel.
6. Remove contaminated soil surface areas impacted by sewage release, at the same time treating the soils with Lime as it is removed via Vacuum system and placed into RO box for transportation.
7. Once all areas have been cleaned, Hull's will Spray area down with a Bio-Cleaning Solution.
8. Hull's Env. will also remove Old PVC pipe that collapsed in the space that is approx. 100' in length.
9. The final step will be proper disposal of Solid waste from the Vacuum Operations. (Estimating 2- tons for disposal).

Hull's Env. estimates 2- 10Hr. days to complete work.

UNIT PRICING

Item description	Quantity	Unit	Rate	Amount
Personnel to complete the above listed work in Accordance with CSE/CSR protocols.	2.00	Day	\$ 4,829.04	\$ 9,658.08
Equipment and Supplies to complete the Operations stated above.	2.00	Day	\$ 5,088.00	\$ 10,176.00
Transportation and Disposal of Approx. 2-Tons of Contaminated Soils.	1.00	Each	\$ 1,570.00	\$ 1,570.00

TOTAL	\$ 21,404.08
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Unit Pricing Disclaimer

Unit price quotations are designed to provide an estimated cost when complexity, duration and resource needs for a particular scope of work are difficult to determine due to factors like training requirements, location, weather conditions, materials, supplies, market fluctuations, unforeseen circumstances, and other



characteristics. As such, Hull's Environmental Services and client acknowledge that this is a unit price contract , that such unit prices vary from project to project and can ultimately alter the final cost of a project.



STANDARD TERMS AND CONDITIONS

Acceptance and Formation of Contract: All written proposals shall be valid for a period of thirty (30) days. The cancellation or expiration of any contract hereunder shall not affect either Party's obligations under any orders issued and accepted prior to such expiration or cancellation. By issuance of a notice to proceed with the work, whether oral or written, Customer agrees to the terms and conditions stated herein. Any terms proposed in Customer's acceptance of this proposal which add to, vary from, or conflict with the proposal or these terms and conditions, are hereby rejected. Any such proposed terms shall be void and the terms in the proposal and these terms and conditions shall constitute the complete and exclusive statement of the terms and conditions of the contract between Hull's Environmental Services, Inc. ("Hull's") and Customer.

Project Documents: Hull's proposal includes and incorporates Hull's Rate Schedule which is in effect at the time of performance of the work, all documents provided to Hull's by or on behalf of Customer and all documents provided to Customer or its representative by or on behalf of Hull's. The term "Customer" refers to the party with whom Hull's is contracting. This document is incorporated by reference to the Contract as specified therein and is an integral part of the Contract.

Scope of Work and Price: All work performed hereunder shall be performed and invoiced in accordance with Hull's written proposal, Hull's Rate Schedule which is in effect at the time of performance of the work, the other Project Documents, and the terms and conditions stated herein as each may be applicable to the type of work performed. In the event that the scope of work, schedule, or material changes, Customer agrees to pay Hull's on a time and material basis in accordance with Hull's then current Rate Schedule or other unit rates, whichever is applicable, unless a revised proposal is prepared by Hull's and accepted by Customer. Emergency response services shall be performed and invoiced in accordance with Hull's current Rate Schedule. Unless expressly set forth, Hull's proposal does not include state or local sales tax. If any such taxes are applicable and the client does not provide a Direct Pay or Tax Exemption Certificate for this work, such taxes will be added to the invoiced amount as a separate line item.

General Conditions of Work: Customer is responsible for furnishing to Hull's all pertinent data and information concerning the work to be performed hereunder, the nature of the work site and the nature of the conditions to be remediated, including special hazards or risks involved with such work, premises, site or conditions. Unless otherwise stated in Hull's proposal, all pricing is based upon the following general conditions: (a) Hull's will not incur any waiting or standby time for reason beyond Hull's control; (b) access to, from and at the work site will not be restricted or limited; (c) there will be no overhead, underground, aboveground or other obstructions, rocks, pipelines, or utilities that would impede Hull's work; (d) the work site and all access ways shall be suitable for the size and weight of all vehicles and equipment utilized to perform the work; (e) all wastes shall conform to the representations of Customer and the Project Documents; (f) all non-emergency response related work will be performed Monday through Friday during daytime business hours between 8:00 a.m. and 4:00 p.m. (work performed outside of this time frame will be charged at 1.5 times the standard rates or as otherwise provided in Hull's then current Rate Schedule; work performed on Sundays and holidays will be charged at two times the standard rates); (g) Customer is responsible for all damage to equipment and its components not caused by the direct fault of Hull's; and (h) Customer is responsible for all costs associated with overloading of containers or trucks including citations, damages to equipment or property, loss of revenue, etc., unless loaded by Hull's. Any variance in these conditions is considered a change in the scope of work unless expressly otherwise stated in Hull's proposal. If any of the waste contains materials which do not conform to the descriptions provided by Customer and/or in the Waste Profile Sheets ("non-conforming waste"), Hull's may, at its option, properly dispose of it, return it to Customer or require Customer to remove and dispose of the non-conforming waste at Customer's expense and reimburse Hull's for any expenses that it has incurred. Customer is expressly prohibited from allowing any other carrier to move Hull's equipment without the prior written consent of Hull's. The equipment that Hull's furnishes to Customer will remain on its property until moved by Hull's. Customer will be responsible for any loss or damage resulting from its handling of the equipment, except for normal wear and tear. Customer will not overload by weight or volume, move or alter the equipment and will take reasonable precautions to prevent others from doing the same. Customer will use the equipment only for its intended purpose. If the equipment is inaccessible or overloaded by weight or volume, Hull's service will be subject to an additional charge as outlined in Hull's then current Rate Schedule or other unit rates as applicable. Hull's will not be responsible for damage to Customer's driving surfaces resulting from weight of vehicles or equipment.

Invoicing and Payment: Customer shall make payments due under each invoice within fifteen (15) days of the invoice date. Interest shall begin to accrue on the invoice due date for payments not received by such date at the smaller of (i) the maximum lawful interest rate or (ii) one and one-half (1½%) percent per month. The individual signing the proposal incorporating these terms personally guarantees payment of any charges incurred thereunder. All payments will be first applied to interest, if any. In the event payment is not timely made and Hull's files a lien or bond claim on Customer's account, Customer will be assessed an administrative charge of \$500.00 plus any applicable costs provided for in paragraph 6. However, Customer expressly agrees that Hull's is a beneficiary to, and may impose a lien on, any and all of Customer's insurance policies and/or proceeds. Customer expressly acknowledges that its obligation to pay all amounts incurred hereunder is absolute and is not conditioned upon availability of funding, insurance, or any other reasons. All credit card payments will be charged a 3.5% processing fee.



Disputes and Waiver of Rights: In the event that Customer disputes any portion of any invoice, Customer shall provide Hull's written notice of the disputed items within fifteen (15) days of the invoice date. The written notice must specifically state the portion in dispute and describe the dispute in such detail that Hull's has full notice of the dispute. Customer hereby agrees that failure to provide such written notice within fifteen (15) days of the invoice date constitutes waiver of any such dispute and full payment of the invoice shall be provided to Hull's. Customer agrees that it will not claim any dispute after the fifteen (15) day period that has not been timely specified in writing to Hull's. Further, Customer agrees that the non-disputed portion of the invoice will be paid within fifteen (15) days of the invoice date. In the event that a lawsuit arises out of any matter related to this contract and Hull's prevails, Customer agrees to pay Hull's attorneys' fees and costs, including, but not limited to, in-house counsel at the rate of \$300.00 per hour and outside counsel, plus court costs and expenses. Further, Customer agrees to pay Hull's for its' personnel at twice the rate stated in its' rate sheet for any time spent preparing the case or testifying at a deposition or trial.

Title to Waste: The parties hereto agree that Hull's is not and shall not be considered the owner or generator of, and shall not take title to, any waste materials or substances remediated, removed or otherwise handled by Hull's on behalf of Customer. Customer hereby authorizes Hull's to sign waste manifests and profiles as agent for the generator.

Indemnity: Each party hereto agrees to indemnify, defend and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, business interests, or persons or for death, arising out of or related to the performance of this Contract and/or the conditions to which this Contract pertains, to the extent that any such claims, demands, causes of action and/or liability is attributable to the breach of contract, negligence, or other fault of the indemnifying party. The indemnification by each party shall survive the termination of this Agreement. Notwithstanding the foregoing, where the work or services provided by Hull's consists of or is related to emergency response, Hull's does not waive any right or ability it may have to assert responder immunity pursuant to any applicable Federal, state and/or local laws and ordinances and/or any lawful order, regulation and/or rules thereunder and shall not be liable for any claims where such responder immunity applies.

Assignment: Customer may not assign, transfer or otherwise vest in any other company, entity or person, any of its rights or obligations under the Agreement without the prior written consent of Hull's, which consent shall not be unreasonably withheld.

Jurisdiction and Venue: The substantive laws of the State of Florida, without regard to conflicts of laws principles that would require application of any other law, shall govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, formation, construction, breach, performance, termination and enforcement. The Parties mutually consent to the exclusive jurisdiction of the federal and state courts in the State of Florida and agree that any action, suit or proceeding concerning, related to or arising out of this Agreement and the negotiation of this Agreement will be brought only in a federal or state court in the State of Florida and the Parties agree that they will not raise any defense or objection or file any motion based on lack of personal jurisdiction, improper venue, inconvenience of the forum or the like in any case filed in a federal or state court in the State of Florida.

Fuel Surcharge: Our fuel surcharge is calculated using the U.S. On-Highway Diesel Fuel Prices index generated by the U.S. Energy Information Administration at the website www.eia.gov/petroleum/gasdiesel/. The prior week's average from this index will be used to calculate the current week's price and will be updated on the first Monday of every week. Minimum and maximum charges will be applied and will vary according to the applicable rate and region. Rate table for pricing can be found on our website.

ADDITIONAL TERMS AND CONDITIONS

- This work must be completed when there are No Students Present in the Facility.



CUSTOMER ACCEPTANCE

The undersigned agrees to and accepts the terms and conditions presented in this Quote. This quote shall be in effect for 30 days from this date. This agreement between **Hickman County Schools** and Hull's Environmental Services (Hull's) covers all work, goods or services (which terms are used interchangeably herein) ordered by Customer and supplied by Hull's for the work described in Hull's Quote **Q211797NSH** dated **07/18/2022** and made part of this agreement by reference.

SIGNATURE

Date

ENVIOWERKS,LLC
606 Wade
Goodlettsville, TN 37072
(615) 732-3095
accounting@enviowerks.us



ADDRESS
Hickman County Schools

Estimate 2777

DATE 07/12/2022

JOB LOCATION
East Hickman Elementary

ACTIVITY	QTY	RATE	AMOUNT
Service Clean up crawl space due to plumbing leak this consist of removing 125lf of pvc pipe and remove some soil from ditch the pipe is in. When done we will spray a biocide. Third party visual clearance when job is complete.	1	24,000.00	24,000.00

TOTAL \$24,000.00

Accepted By

Accepted Date