



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



LIESL EICHLER CLARK
DIRECTOR

December 12, 2019

UPS NEXT DAY DELIVERY

Mr. Mike Greene
Greene Environmental Services, LLC
37637 Five Mile Road
Suite 134
Livonia, Michigan 48154

SRN: B1993; Saginaw County

Dear Mr. Greene:

VIOLATION NOTICE

On October 21, 2019, the Department of Environment, Great Lakes, and Energy (EGLE), Air Quality Division (AQD), conducted an inspection of the former TRW facility located at 2328 East Genesee Avenue, Saginaw, Michigan. The purpose of this inspection was to determine the former TRW facility's compliance with the requirements of Title 40 of the Code of Federal Regulations (40 CFR), Part 61, National Emission Standards for Hazardous Air Pollutants (NESHAP), Subpart M and Rule 942 of the administrative rules promulgated under Part 55, Air Pollution Control of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

According to our investigation, Applied Partners, Inc. (AP Sag, LLC) owns the facility and Greene Environmental Services, LLC (GES) performed the abatement activities at the facility. The NESHAP for Asbestos holds both the *owner and operator* equally liable for violations.

During the inspection and subsequent investigations, staff observed the following:

Process Description	Section Violated	Comments
GES Proposal #19114- no copy of this asbestos building survey has been provided to staff.	40 CFR 61.145(b)(1)	Failure to provide 10 working day notification.
	40 CFR 61.145(b)(4)(vi)	Failure to estimate the amount of Regulated Asbestos-Containing Material (RACM).
GES Proposal #19152- no notification was submitted for this planned renovation (PR) work.	40 CFR 61.145(c)(1)	Failure to remove RACM.

Mr. Mike Greene
Page 2
December 12, 2019

Please initiate actions necessary to correct the cited violations and submit a signed written response to this Violation Notice by January 2, 2020 (which coincides with 21 calendar days from the date of this letter). The response should include: the dates the violations occurred; an explanation of the causes and duration of the violations; whether the violations are ongoing; a summary of the actions that have been taken and are proposed to be taken to correct the violations and the dates by which these actions will take place; and what steps are being taken to prevent a reoccurrence.

Records requested in response to this Violation Notice include the asbestos building survey associated with GES Proposal #19114; the 10-day PR notification, the third-party final visual and air clearance report and waste manifests associated with GES Proposal #19152.

Please submit the written response to Matt Karl at EGLE, AQD, P.O. Box 30260, Lansing, Michigan 48909-7760 or karlm@michigan.gov and submit a copy to Mr. Jason Wolf, Enforcement Unit at EGLE, AQD, P.O. Box 30260, Lansing, Michigan 48909-7760 or wolfj2@michigan.gov.

If GES believes the above observations or statements are inaccurate or do not constitute violations of the applicable legal requirements cited, please provide factual information to explain your position.

Thank you for your attention to resolving the violations cited above and for the cooperation that was extended to me during my inspection and investigations regarding the former TRW facility. If you have any questions regarding the violations or the actions necessary to bring this facility into compliance, please contact me at the number listed below.

Sincerely,



Matthew R. Karl
Environmental Quality Analyst
Air Quality Division
517-282-2126

Enclosure

cc: Ms. Mary Ann Dolehanty, EGLE
Dr. Eduardo Olaguer, EGLE
Mr. Christopher Ethridge, EGLE
Ms. Karen Kajiya-Mills, EGLE
Ms. Jenine Camilleri, EGLE
Mr. Jason Wolf, EGLE



May 23, 2019
Proposal No. 19114

Michael Cenit
AP Sag, LLC
1325 Century Rd.
Millwood, WV 25262

Re: Proposal for Asbestos Survey Services at 2328 E. Genesee Ave., Saginaw, MI

Dear Mr. Cenit,

Greene Environmental Services (GES) is pleased to provide this proposal for Limited Asbestos Containing Building Materials Survey services at the above referenced address.

Basis of Quote

This proposal has been based on information provided during our site visit conducted on May 21, 2019.

Detailed Scope-of-Work

GES proposes to perform a Limited Asbestos Containing Building Material Survey to include the 1st floor only of the approximate 15,000 SF space identified for renovations in the former power plant located at 2328 E. Genesee, MI., to comply with Part 305 (Asbestos for General Industry), in Part 602 (Asbestos Standards for Construction) and the NESHAP requirements for demolition or renovation of commercial buildings where asbestos is present. The asbestos inspection will be conducted in accordance with the means and methods identified in the Asbestos Hazard Emergency Response Act (AHERA) of 1987, codified in 40 CFR 763 Subpart E.

Based on the Homogeneous Groups (HG) discussed during our conversation and site visit, types of HGs and the sampling protocol consisting of, three, five or seven samples based on quantity (<1,000SF=3, 1,000SF-5,000SF=5 and >5,000SF=7), GES anticipates collecting approximately 60 samples throughout the building, though the actual number of samples will be determined during the inspection. Suspect materials that will be tested are limited to accessible (non-destructive methods) suspect materials located within the building. Analytical results indicating asbestos content of 1% or greater will be defined as positive for asbestos and will be reported as such.

Significant Assumptions

Information gathered from the sources reviewed is based on the assumption that the records are accurate and complete and that the individuals interviewed have disclosed all requested known information.

- The building will be safe for entry.
- All interior and exterior surfaces will be readily available for inspection and bulk sampling at the time of the survey and re-mobilization of equipment and personnel will not be required.
- The findings of this report are limited to the information available and reasonably ascertainable at the time of its preparation.
- Suspect and presumed asbestos-containing materials are determined based on the current regulatory

37637 Five Mile Rd., Ste. 134, Livonia, MI 48154

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environment. This assessment does not take into account those issues that may be considered to become problems in the future based on federal, state, and/or local regulatory changes.

- Destructive methods will NOT be employed.

Limitations and Exceptions

The asbestos survey will be the result of professional expertise using the degree of skill, care, judgment, and generally accepted practices and procedures normally exercised by consultants in the environmental industry at the time of this investigation. This report is also limited to accessible suspect Asbestos Containing Materials (ACM) materials located within the accessible portions of the building interior, and does not include potential asbestos-containing materials within the building walls as destructive methods are NOT authorized, although reasonable effort will be made to locate and identify pipe chases.

Ap Sag, LLC shall retain sole ownership of the ACM Survey and may utilize the ACM Survey for her own purposes, including delivery of the ACM Survey to a third party. However, GES, it's Owner's, agents, directors, and subcontractors shall have no liability to such third party(ies) who may utilize the ACM Survey for other purposes or after subject property conditions or applicable rules and regulation have changed.

Schedule and Cost

GES proposes to perform the asbestos survey during regular business hours with its asbestos-accredited staff. The scope of work will take approximately 2 day of on-site activities by our crew and three days for laboratory analysis of submitted samples. Once lab reports are available GES will prepare the formal report for deliver with 7 days. Suspect ACM bulk samples will be collected, field prepared and shipped under Chain of Custody to a certified laboratory for analysis. A report will be provided to include location of sample collection, materials description, type and quantity of suspect asbestos containing materials, site sketch and sample log, detailed and scaled drawings are NOT included in pricing.

Asbestos Survey/Report Preparation	\$2,850.00
Cost per Sample	\$25.00/each
Manlift Rental	Cost Plus 20%

Acceptance of Proposal

We trust that the above will meet your needs to address the asbestos removal at the above referenced site and we look forward to working with you on this project. If you desire to retain GES to perform the work please sign and return the attached Service Agreement. We can schedule the work immediately upon receipt of a signed agreement or valid purchase order. GES requires a retainer payment of \$2,000.00 prior to mobilization with the balance due upon delivery of the final report. Credit card payments will be charged a processing fee of 3%.

Should you have any questions regarding the proposal, please feel free to contact me directly at (734) 272-8434.

Sincerely,

GREENE ENVIRONMENTAL SERVICES,

Mike Greene
President

Proposal #: 19114

OWNER/AGENT NAME(S): AP Sag LLC
PROPERTY ADDRESS: 2328 E. Genessee, Saginaw, MI

AGREEMENT - Terms, Conditions & Authorization

1. As the owner of the Property listed above, or as an agent with authority to bind the owner of the Property ("Agent") (collectively referred to as "Owner"), Owner is responsible to pay Greene Environmental Services, Inc. ("GES") for furnishing all labor, services, materials and equipment necessary for the service on the Property ("Work") rendered even though Owner may have insurance that covers all or part of the Work. A description of the Work, including the estimated cost for such Work ("Proposal"), is attached and expressly incorporated to this Agreement by reference. Owner agrees that the final invoice for the Work will depend on the exact service, materials and repairs necessary to complete the Work, and that this may necessitate payment by Owner to GES above and beyond the payment amount listed in the Estimate.
2. Under this Agreement, Owner shall remit to GES, a deposit equal to fifty-percent (50%) of the Estimate ("Deposit") prior to the initiation of the Work, to be applied to the amount of the final invoice for the Work. Credit card transactions will be charged a 3% processing fee. Payment of the remaining balance for the Work is due upon completion and prior to delivery of any close out documentation, or upon receipt of an insurance settlement payment to Owner, whichever occurs first. If Owner fails to pay for the Work when due, then Owner will be assessed a finance charge on the unpaid balance at a rate of one and one-half percent (1.5%) per month. Close-out documents for the Work will not be released to Owner by GES until GES is paid in full for the Work. In addition, if Owner's unpaid balance remains unpaid thirty (30) days after completion of the Work, then Owner will be responsible to pay all collection costs, including reasonable attorney fees, incurred by GES in collection, with or without suit.
3. GES is not liable for damage caused by the events necessitating the Work or for damage to the Property or contents of the Property that may arise as a result of performing the Work. Owner is liable for any damage, theft or any monetary loss suffered by GES with respect to its equipment utilized at the Property in conjunction with the Work. Owner will make electricity and water available to GES at no additional charge to GES throughout the process of performing and completing the Work.
4. By signing the Statement of Satisfaction and Payment Authorization below, Owner is deemed to have accepted the Work and waived any claim for adjustment. Even if Owner does not sign the Statement of Satisfaction and Payment Authorization below, unless Owner notifies GES within ten (10) business days after completion of the Work of any defects in the Work, Owner waives its right to raise any such defect in the Work.
5. Upon completion of the Work, if Owner is to receive payment from or through any insurance policy, Owner shall authorize and instruct such insurer to directly pay GES or to include GES as the payee on any settlement check issued to Owner. GES will accept payment from the insurer under the payment terms described in line item 2, but Owner is primarily liable and any obligation the insurer has to the Owner is immaterial to the Owner's liability to GES.
6. **REQUIRED RESIDENTIAL CONTRACT PROVISIONS:**
 - (a) That a residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. That an electrician is required to be licensed under article 7 of the skilled trades regulation act, MCL 339.5701 to 339.5739. That a plumbing contractor is required to be licensed under article 11 of the skilled trades regulation act, MCL 339.6101 to 339.6133. That a mechanical contractor is required to be licensed under article 8 of the skilled trades regulation act, MCL 339.5801 to 339.5819.
 - (b) GES may be required to be licensed to provide the contracted improvement, and is, in fact, so licensed, holding an Asbestos Abatement Contractor License (License No. C52928).
7. **MISCELLANEOUS PROVISIONS:**
 - (a) **Entire Agreement:** This is a binding Agreement, which incorporates the entire understanding between GES and Agent and/or Owner (the "Parties" and singularly "Party"), including the Estimate.
 - (b) **Confidential Pre-Litigation Mediation:** As a condition precedent to the filing of a lawsuit by either Party, except when a Party seeks temporary or preliminary equitable relief or when delay will unduly prejudice a Party, the Parties agree to engage in a confidential and good faith mediation with a mediator to be chosen upon mutual agreement of the Parties. Unless mutually agreed to the contrary, the Parties will schedule the mediation to take place within fourteen (14) days of the date the dispute arises, or where a Party seeks temporary or preliminary equitable relief, within thirty (30) days of the date the dispute arises. The Parties will comply with all confidentiality and other agreements reasonably required by the mediator. The Parties also agree to confer on the voluntary exchange of information, documents and other data that will assist the confidential mediation process reasonably required by the mediator. It is the express intent of the Parties that the mediation described in this Section supplant and supersede any other pre-litigation dispute resolution procedures, including those imposed by the court, by statute, or otherwise.
 - (c) **Forum and Venue:** Subject to Section 7(b) above, the Parties agree that for any dispute involving a claim under the Construction Lien Act, the forum, jurisdiction and venue shall be the circuit court for the county where the Property is located.

If the dispute does not involve a claim under the Construction Lien Act, the Parties agree that the forum, jurisdiction and venue for any other dispute arising under this Agreement shall be in the Wayne County Circuit Court or the Sixteenth District Court for the City of Livonia, depending upon the relief sought.

(d) **Savings Clause:** In the event any provision of this Agreement is found to be void or voidable for any reason whatsoever, the remaining provisions of this Agreement shall, nevertheless, be binding with the same effect as though the void provision of this Agreement was deleted. In the event any provision of this Agreement is found to be unreasonable by a court of competent jurisdiction, the provision shall be applied so as to be reasonable in its application by the court.

(e) **Joint Agreement:** The Parties hereby warrant and represent that this Agreement was prepared jointly by the Parties and any ambiguity in any construction hereof shall not be construed against one Party and in favor of the other Party.

(f) **Amendments:** This Agreement may not be amended except in a writing signed by the Parties.

(g) **Notice:** Any notices given under this Agreement shall be personally delivered, or in writing and sent by U.S. certified mail, return receipt requested, postage prepaid to the address listed for that Party on Page 1, and shall be considered given upon acknowledgment of receipt.

(h) **Waiver in General:** A failure by a Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, shall not constitute a waiver of any such breach or any other covenant, duty, agreement, or condition, or any subsequent breach or any other covenant, duty, agreement, or condition.

(i) **No Third-Party Beneficiary:** No person or entity not a party to this Agreement shall be deemed a third-party beneficiary of this Agreement for any purpose.

(j) **Construction Lien:** Owner hereby grants GES the right to record a construction lien against the Property upon which Work is performed by GES if Owner fails to pay GES any amount pursuant by this Agreement, or otherwise.

(k) **Unconditional Payment Guarantee:** The person signing this Agreement unconditionally warrants that he, she or it is the owner of the Property or the duly authorized Agent of the Owner of the Property and guarantees payment hereunder and payment for all legal fees and costs incurred by GES in accordance with this Agreement.

(l) **Attorney Fees:** In the event of any legal or equitable action, including any voluntary arbitration, appeals or extraordinary writs, which may arise hereunder between or among the Parties hereto, the prevailing Party shall be entitled to recover a reasonable attorney fees and arbitration costs.

(m) **Right of Termination and Retention of Deposit:** In the event of changes in circumstances or other factors which may delay completion of the Work, GES may invoke a right to terminate this Agreement before or after the Work has been initiated. GES's termination may result from, but is not limited to, lack of cooperation by Owner or Owner's agent(s). In the case that Work has been initiated prior to termination, GES may elect to retain the Deposit, in whole or in part, to satisfy part or all payment owed to GES by Owner for any portion of the Work that had been performed prior to termination.

(n) **Force Majeure:** GES will not be liable for any failure or delay in performance under this Agreement to the extent such failures or delays are proximately caused by circumstances beyond GES's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, failure of suppliers, contractors or subcontractors, and other like events that are beyond the reasonable anticipation or control of GES to substantially meet its performance obligations under this Agreement.

I have read and understood the terms above. I hereby agree to the terms of this Agreement.

DATE: _____,
(Month, Day) (Year)

OWNER OR AGENT OF OWNER: _____
(Print Name)

(Sign Name)

Greene Environmental Services, Inc.
By: _____
Its: _____

STATEMENT OF SATISFACTION AND PAYMENT AUTHORIZATION

DATE: _____,
(Month, Day) (Year)

OWNER OR AGENT OF OWNER: _____
(Print Name)

(Sign Name)



July 18, 2019
Proposal #19152

Michael Cenit
AP Sag, LLC
1325 Century Rd.
Millwood, WV 25262

Re: Proposal for Asbestos Abatement Services at 2328 E. Genesee Ave., Saginaw, MI, Power Plant, 1st Floor

Dear Mr. Cenit,
Greene Environmental Services, Inc. (GES) is pleased to provide this proposal for asbestos abatement services at the above referenced address.

Basis of Quote

This proposal has been based on information provided by Mr. Cenit and our site visit conducted on July 15, 2019 and Limited Asbestos Building Materials Inspection Report, and is limited to abatement of identified asbestos containing materials located in the 1st floor.

Line Item 1

- Removal and disposal asbestos containing mudded fittings located specifically throughout the 1st floor only.
- Provide an independent third-party air monitoring firm to perform final visual and air clearances.

Scope of Work

Prior to the start of work, GES will prepare and submit the mandatory 10-day asbestos abatement notification to the State of Michigan, if applicable.

GES proposes to mobilize equipment, personnel, and supplies to the site. Once on site, GES personnel will establish engineering controls including critical barriers, and the use of a HEPA air filtration device (AFD) as necessary. GES will also post warning signs or notifications as appropriate.

Once all controls are in place, GES will perform the work described in the base bid along with any agreed upon alternates. Work will be performed in accordance with regulatory requirements and standard industry practices. GES will bag and dispose of any removed asbestos at an appropriate Class II landfill facility.

Contingencies and Exceptions

- AP Sag, LLC to provide articulating boom lift.
- Pricing is based on straight time performance Monday through Thursday, single mobilization only.

Costs and Schedule

Line Item 1 \$29,400.00

Pricing is valid for 30 days from the date of this proposal.

Acceptance of Proposal

We trust that the above will meet your needs to address the asbestos removal at the above referenced site and we look forward to working with you on this project. If you desire to retain GES to perform any of the work described above please sign and return the attached Service Agreement. We will schedule the work ASAP and submit the 10-day Notice of Intent to the State of Michigan Asbestos Program upon receipt of a signed agreement and a retainer of 50% (credit card payments will be charged a 3% processing fee), Additionally, two (2) weekly draws in the amount of \$7,350.00 will be due each Friday following mobilization, final payment due upon completion prior to delivery of close out documentation. Should you have any questions regarding the proposal, please feel free to contact me directly at (734) 272-8434.

Sincerely,

GREENE ENVIRONMENTAL SERVICES, INC.

Mike Greene
President

Proposal #: 19152

OWNER/AGENT NAME(S): AP Sag, LLC, 1325 Century Rd., Millwood, WV
PROPERTY ADDRESS: 2328 E. Genesee, Saginaw, MI

AGREEMENT - Terms, Conditions & Authorization

1. As the owner of the Property listed above, or as an agent with authority to bind the owner of the Property ("Agent") (collectively referred to as "Owner"), Owner is responsible to pay Greene Environmental Services, Inc. ("GES") for furnishing all labor, services, materials and equipment necessary for the service on the Property ("Work") rendered even though Owner may have insurance that covers all or part of the Work. A description of the Work, including the estimated cost for such Work ("Proposal"), is attached and expressly incorporated to this Agreement by reference. Owner agrees that the final invoice for the Work will depend on the exact service, materials and repairs necessary to complete the Work, and that this may necessitate payment by Owner to GES above and beyond the payment amount listed in the Estimate.
2. Under this Agreement, Owner shall remit to GES, a deposit equal to fifty-percent (50%) of the Estimate ("Deposit") prior to the initiation of the Work, to be applied to the amount of the final invoice for the Work. Credit card transactions will be charged a 3% processing fee. Payment of the remaining balance for the Work is due upon completion and prior to delivery of any close out documentation, or upon receipt of an insurance settlement payment to Owner, whichever occurs first. If Owner fails to pay for the Work when due, then Owner will be assessed a finance charge on the unpaid balance at a rate of one and one-half percent (1.5%) per month. Close-out documents for the Work will not be released to Owner by GES until GES is paid in full for the Work. In addition, if Owner's unpaid balance remains unpaid thirty (30) days after completion of the Work, then Owner will be responsible to pay all collection costs, including reasonable attorney fees, incurred by GES in collection, with or without suit.
3. GES is not liable for damage caused by the events necessitating the Work or for damage to the Property or contents of the Property that may arise as a result of performing the Work. Owner is liable for any damage, theft or any monetary loss suffered by GES with respect to its equipment utilized at the Property in conjunction with the Work. Owner will make electricity and water available to GES at no additional charge to GES throughout the process of performing and completing the Work.
4. By signing the Statement of Satisfaction and Payment Authorization below, Owner is deemed to have accepted the Work and waived any claim for adjustment. Even if Owner does not sign the Statement of Satisfaction and Payment Authorization below, unless Owner notifies GES within ten (10) business days after completion of the Work of any defects in the Work, Owner waives its right to raise any such defect in the Work.
5. Upon completion of the Work, if Owner is to receive payment from or through any insurance policy, Owner shall authorize and instruct such insurer to directly pay GES or to include GES as the payee on any settlement check issued to Owner. GES will accept payment from the insurer under the payment terms described in line item 2, but Owner is primarily liable and any obligation the insurer has to the Owner is immaterial to the Owner's liability to GES.
6. **REQUIRED RESIDENTIAL CONTRACT PROVISIONS:**
 - (a) That a residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. That an electrician is required to be licensed under article 7 of the skilled trades regulation act, MCL 339.5701 to 339.5739. That a plumbing contractor is required to be licensed under article 11 of the skilled trades regulation act, MCL 339.6101 to 339.6133. That a mechanical contractor is required to be licensed under article 8 of the skilled trades regulation act, MCL 339.5801 to 339.5819.
 - (b) GES may be required to be licensed to provide the contracted improvement, and is, in fact, so licensed, holding an Asbestos Abatement Contractor License (License No. C52928).
7. **MISCELLANEOUS PROVISIONS:**
 - (a) **Entire Agreement:** This is a binding Agreement, which incorporates the entire understanding between GES and Agent and/or Owner (the "Parties" and singularly "Party"), including the Estimate.
 - (b) **Confidential Pre-Litigation Mediation:** As a condition precedent to the filing of a lawsuit by either Party, except when a Party seeks temporary or preliminary equitable relief or when delay will unduly prejudice a Party, the Parties agree to engage in a confidential and good faith mediation with a mediator to be chosen upon mutual agreement of the Parties. Unless mutually agreed to the contrary, the Parties will schedule the mediation to take place within fourteen (14) days of the date the dispute arises, or where a Party seeks temporary or preliminary equitable relief, within thirty (30) days of the date the dispute arises. The Parties will comply with all confidentiality and other agreements reasonably required by the mediator. The Parties also agree to confer on the voluntary exchange of information, documents and other data that will assist the confidential mediation process reasonably required by the mediator. It is the express intent of the Parties that the mediation described in this Section supplant and supersede any other pre-litigation dispute resolution procedures, including those imposed by the court, by statute, or otherwise.
 - (c) **Forum and Venue:** Subject to Section 7(b) above, the Parties agree that for any dispute involving a claim under the Construction Lien Act, the forum, jurisdiction and venue shall be the circuit court for the county where the Property is located.

If the dispute does not involve a claim under the Construction Lien Act, the Parties agree that the forum, jurisdiction and venue for any other dispute arising under this Agreement shall be in the Wayne County Circuit Court or the Sixteenth District Court for the City of Livonia, depending upon the relief sought.

(d) **Savings Clause:** In the event any provision of this Agreement is found to be void or voidable for any reason whatsoever, the remaining provisions of this Agreement shall, nevertheless, be binding with the same effect as though the void provision of this Agreement was deleted. In the event any provision of this Agreement is found to be unreasonable by a court of competent jurisdiction, the provision shall be applied so as to be reasonable in its application by the court.

(e) **Joint Agreement:** The Parties hereby warrant and represent that this Agreement was prepared jointly by the Parties and any ambiguity in any construction hereof shall not be construed against one Party and in favor of the other Party.

(f) **Amendments:** This Agreement may not be amended except in a writing signed by the Parties.

(g) **Notice:** Any notices given under this Agreement shall be personally delivered, or in writing and sent by U.S. certified mail, return receipt requested, postage prepaid to the address listed for that Party on Page 1, and shall be considered given upon acknowledgment of receipt.

(h) **Waiver in General:** A failure by a Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, shall not constitute a waiver of any such breach or any other covenant, duty, agreement, or condition, or any subsequent breach or any other covenant, duty, agreement, or condition.

(i) **No Third-Party Beneficiary:** No person or entity not a party to this Agreement shall be deemed a third-party beneficiary of this Agreement for any purpose.

(j) **Construction Lien:** Owner hereby grants GES the right to record a construction lien against the Property upon which Work is performed by GES if Owner fails to pay GES any amount pursuant by this Agreement, or otherwise.

(k) **Unconditional Payment Guarantee:** The person signing this Agreement unconditionally warrants that he, she or it is the owner of the Property or the duly authorized Agent of the Owner of the Property and guarantees payment hereunder and payment for all legal fees and costs incurred by GES in accordance with this Agreement.

(l) **Attorney Fees:** In the event of any legal or equitable action, including any voluntary arbitration, appeals or extraordinary writs, which may arise hereunder between or among the Parties hereto, the prevailing Party shall be entitled to recover a reasonable attorney fees and arbitration costs.

(m) **Right of Termination and Retention of Deposit:** In the event of changes in circumstances or other factors which may delay completion of the Work, GES may invoke a right to terminate this Agreement before or after the Work has been initiated. GES's termination may result from, but is not limited to, lack of cooperation by Owner or Owner's agent(s). In the case that Work has been initiated prior to termination, GES may elect to retain the Deposit, in whole or in part, to satisfy part or all payment owed to GES by Owner for any portion of the Work that had been performed prior to termination.

(n) **Force Majeure:** GES will not be liable for any failure or delay in performance under this Agreement to the extent such failures or delays are proximately caused by circumstances beyond GES's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, failure of suppliers, contractors or subcontractors, and other like events that are beyond the reasonable anticipation or control of GES to substantially meet its performance obligations under this Agreement.

I have read and understood the terms above. I hereby agree to the terms of this Agreement.

DATE: _____,
(Month, Day) (Year)

OWNER OR AGENT OF OWNER: _____
(Print Name)

(Sign Name)

Greene Environmental Services, Inc.

By: _____

Its: _____

STATEMENT OF SATISFACTION AND PAYMENT AUTHORIZATION

DATE: _____,
(Month, Day) (Year)

OWNER OR AGENT OF OWNER: _____
(Print Name)

(Sign Name)