



**PALM HARBOR**  
PARKS & RECREATION



**Restroom Renovations: Sunderman Recreation Complex located at 1631**

Description	Location	Vendor
Partitions	\$ 7,900.00	Specialty Installations
Plumbing	\$ 7,011.20	Denny's Plumbing
Floors	\$ 800.00	American Painters
Walls/doors/ceilings	\$ 1,000.00	American Painters
Accessories	\$ 944	Specialty Installations and All Partitions
Portable restrooms	\$ 1,194.00	United Site Services
	\$ 18,849.20	

# Specialty Installations & Sales, Inc

7922 Clark Moody Blvd – Port Richey, FL 34668

“Commercial Washroom Equipment”

(727)849-8846

(800)303-7027

Fax (727)848-7850

[www.specialtyinstallations.com](http://www.specialtyinstallations.com)

## QUOTATION

Quote Dated: 08/28/2023

Quoted To: Trish Harrison @ PH Parks & Recs

Project: Sunderman Park @ 1631 9<sup>th</sup> St N. Palm Harbor

### ➤ TOILET COMPARTMENTS

4 - Phenolic-HB Toilet Compartments with Doors

2 - Phenolic-Wall Hung Urinal Screen

1 – Phenolic Sight Screen

Color: #3300 Folkstone

Toilet Compartments – Delivered and Installed .....\$ 7,900.00

### ➤ WASHROOM ACCESSORIES

3 – B-270 S. Napkin Disposals

Washroom Accessories - Delivered and Installed .....\$ 200.00

Price includes demolition and disposal of existing toilet compartments and washroom accessories.

Price based on our completing all work on this quote in one trip.

**Terms: 50% deposit to place order, balance due upon delivery / arrival to job**

( We accept VISA, MasterCard, American Express, and Discover : 3.5% surcharge fee applies for each transaction )

**Due to material pricing volatility our pricing may need to be revised / updated if past 30 days from our quote date. In order to keep quoted pricing from experiencing further price increase. We can have the material ordered & shipped in advance to a predetermined storage site or materials can be stored at our secured warehouse for \$300.00 monthly rate. (Note: We will have to bill for stored materials for this option.)**

**Submitted by: Jim Reeves, Vice President of Sales/ar**

**Quote Valid For 30 Days** – Terms: To be determined (We accept VISA, MasterCard, American Express, and Discover:3.5% surcharge fee applies)

**Note:** All prices based on manufacturer's standard 4 week lead time unless otherwise noted. All deadwood and wall cutouts for toilet compartments and washroom accessories by others. Our accounting department reserves the right to approve or reject terms of sale. Any past due accounts will be charged the maximum interest allowed by law.

ADDRESS  
1500 16th St.  
Palm Harbor, FL 34683

PHONE NO.  
(727) 224-2978



Plumbing  
727-530-1391

DATE  
08-15-2023

SERVICE LOCATION  
Restrooms Putnam Park  
Restrooms Sunderman Concessions

hereby propose to furnish the materials and perform the labor necessary for the completion of:

Proposal was requested by Trish Harrison with CSA Palm Harbor Parks and Recreation.

man Concession-

's Restroom-

will remove the three toilets as needed. We will furnish and install a new Gerber Maxwell ADA toilet in the handicap stall, and two Gerber well elongated toilets in the other two stalls. We will furnish and install new open front less cover toilet seats. The toilets will be set in plaster to them from coming loose. We will install a new 36" grab bar in the Handicap stall.

will disconnect and remove the two lavatories and faucets. We will furnish and install two new white Gerber Plymouth lavatory sinks with new Chateau single handle faucets. We will install new shut-offs and drain piping under the sinks. Once the sinks and drains are installed we will soft guard around the base of the sink. This is required per Plumbing Code.

Restroom-

will disconnect and remove the two lavatories and faucets. We will furnish and install two new white Gerber Plymouth lavatory sinks with new Chateau single handle faucets. We will install new shut-offs and drain piping under the sinks. Once the sinks and drains are installed we will soft guard around the base of the sink. We will install a new Trap Primer as needed. This is required per Plumbing Code.

will remove the toilet as needed. We will furnish and install a Gerber Maxwell ADA toilet in the handicap stall. We will furnish and install an front less cover toilet seat. The toilet will be set in plaster to avoid them from coming loose. We will install a new 36" Grab Bar.

will remove the two existing urinals. We will furnish and install a new American Standard Allbrook and Washbrook urinal as needed with two

ice to complete this work will be \$7,011.20 dollars.

and debris will be thrown in the garbage onsite or in the desire location set by the Recreation staff.

Other work not outlined in this proposal will be billed at time and material rates.

total cost to perform this work will be \$14,082.95 dollars and includes labor, material, and taxes. A signed copy of this proposal will need to be read or sent to our office to begin the work.

material is guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for the work, and completed in a substantial workmanlike manner for the sum of:

(14,082.95)

1 payments to be made as follows:

alteration or deviation from above specifications involving extra work will be executed only upon written order, and will become a charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

e - This proposal may be withdrawn by us if not accepted within 30 days.

Respectfully submitted by Peter

Acceptance of Proposal

above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Better Quality ★ Better Service ★ Better Company

# AMERICAN PAINTERS

813-368-9965 ★ 727-586-6600



WWW.AMERICANPAINTERSINC.NET



Hillsborough SP14669 Pinellas C-11566 Pasco LP000011

AMERICANPAINTERS@VERIZON.NET

Customer: Palm Harbor Parks & Rec. ATTN: Trish

Phone: 727-771-6000

Date: 08/07/2023

Address: 1631 9th St. Palm Harbor, FL 34683

Email: [harrison@phparksandrec.org](mailto:harrison@phparksandrec.org) [elynford@phparksandrec.org](mailto:elynford@phparksandrec.org)

## INTERIOR

**Prep work:** Pressure wash floors after the stalls and toilets have been removed by the customers. Cover non-painted surfaces. Use a block fill to fill gaps or cracks in the walls where applicable.

### 2 Bathrooms (2 per location)

Walls - Wipe clean with denatured alcohol, and apply 1-coat of Sherwin Williams "Sueprpaint" match color and sheen.. \$500 P&L

Ceilings- Apply 1- coat Sherwin Williams "Master hide" ceiling paint matched to color and sheen..... \$300 P&L

Floors- Pressure wash, clean with degreaser, and Apply 2-coats of a Part A&B Epoxy mixed with non-slip additive..... \$800 P&L

Metal Doors and Frames- Lightly sand, wipe clean, treat rust spots with "Ospho" and apply 1-coat DTM..... \$ 100/ door

**ACCEPTANCE** - American Painters Inc. is authorized to do the work as specified and shall be paid in full upon completion. I have read and agree to the inclusions and exclusions of scope of work on front and back of contract. Upon the occurrence of completion delays that are of no fault of American Painters, such as delays caused by weather or by scheduling of other contracting trades, American Painters is to be paid progress payments for substantial completion. Failure to pay the total due within 30 days after the completion or substantial completion date will result in American Painters Inc. seeking legal action which may include the filing and seeking judgment of a construction lien against the property and seeking foreclosure of the lien to satisfy payment owed to American Painters Inc. Customer will be responsible for court costs and reasonable attorneys' fees and interest. The above prices, specifications and payment arrangements are satisfactory and hereby accepted.

Customer \_\_\_\_\_ Accepted Total \$ \_\_\_\_\_ Date \_\_\_\_\_



**No Money Down**  
on jobs under \$3,500

American Painters Inc. Logan Catt Date \_\_\_\_\_

### WE ACCEPT

Cash, Check or Credit Cards



- 1) American Painters general labor rate is \$55 per man-hour for added items to contract such as wallpaper removal, drywall repairs, color or sheen changes requested after work has begun, etc.
- 2) We cannot guarantee one coat coverage if there is a color or sheen change. Additional coats will be charged at 75% of the rate of the first coat. If only some areas are light and require second coat, we will charge \$55 per man-hour plus the cost of paint.
- 3) If Marquee paint is specified, they only guarantee one coat coverage if the color selected is from the Marquee color deck. Contrasting color changes still may not cover completely and could require a 2<sup>nd</sup> coat.
- 4) We can apply up to 4 color samples for free to ensure customer approves of color and to help determine how many coats may be needed, additional samples in one trip are \$8 each, additional trips to paint store to get more samples are \$55 trip charge plus \$8 per sample.
- 5) Up to 4 wall colors are included with the pricing, additional colors will be charged at \$50 per additional wall color.
- 6) Accent walls are additional unless specified on contract.
- 7) Customer is responsible for having areas of work accessible prior to painting including blinds, window treatments, electronics, personal items and knick-knacks. If customer is unable to move items American Painters can assist at our labor rate of \$55 per man-hour. We are not liable for damages if we are asked to move items. Blinds can become brittle from sun exposure and may break in the moving and reinstalling process. We are not responsible to rehang window treatments, they can be complex and it's not our trade to know how to correctly re-hang those.
- 8) We can re-hang the existing curtain rods and blinds after painting. We do not install new hardware for new window treatments.
- 9) Standard bid excludes interior of closets, back sides of bi-fold doors, and metal bifold doors unless written in specs.
- 10) Touchup painting is not recommended. We cannot guarantee that a touchup will not be visible, they often are visible. Partial painting can show roller/brush lines, new paint cannot be completely matched to the color and sheen of surrounding painted areas, those areas have aged and the paint may be faded, discolored, uneven worn sheen, etc.
- 11) We do not touchup over areas from previous paint jobs where paint has gotten on ceilings or woodwork unless it is written in the contract to do so or it is discussed prior to the job starting.
- 12) Wallpaper removal may not always be possible. If the quote calls for wallpaper removal but the wallpaper was not sized when it was installed, the paper will only come off in small pieces and will cause damage to the drywall underneath. If we begin the removal process and find this to be the case, we will need to prime and paint over the paper rather than remove it. The price will remain the same, but in place of wallpaper removal we will apply a coat of odorless oil-based bonding primer.**

Home > Accessories & More > Restroom Accessories > White > Touch Free Automatic Foam Soap Dispenser

## Touch Free Automatic Foam Soap Dispenser



Price: **\$67**

Available Part Numbers: SF2150BK, SF2150WH, SF2150PL

Select Color:

White, #SF2150WH

- 1 +

X2 = \$134

Total Price: \$67.00



### Jumbo Roll Stainless Steel Double Roll Toilet Paper Holder

- ADA compliant
- Holds two 9" jumbo rolls with 2-1/4" or 3" core
- When one roll is depleted, slide panel to expose other roll
- Type 304 stainless steel with a satin finish
- Two viewing slots reveal paper supply
- Surface mounted with tumbler lock
- Overall size: 20-13/16"W x 11-3/8"H x 6-3/16"D

Part Number:  
0040

Price: **\$144**

X2 = \$288



### High Grade Fire Retardant ABS Hands Free Hand Dryer

- Our most economical hand dryer
- Completely touchless operation with automatic shut off
- Adjustable distance sensor from 2" to 13"
- Made of high grade fire retardant ABS, 3.0 mm thick
- Dries hands in 30-40 seconds
- 1 year warranty
- Click here for more information
- Overall dimensions: 10-1/2"W x 8-3/4"H" x 6-3/4"D



Part Number:  
HD903WH

Price: **\$161**

X2 = \$322



**Account #:** ACT-01689410

**Quote #:** Q-861552

**Contract #:**

**Expiration Date:** 12-02-23

**Quote**

**Date:** 11-02-23

**Customer:** PALM HARBOR PARKS AND REC

**Document #**

861552

**Delivery Address:**

1631 9th St  
PALM HARBOR, FL 34683

**Requested By:**

Patricia(Trish) Harrison  
727-771-6000  
[tharrison@phparksandrec.org](mailto:tharrison@phparksandrec.org)

**USS Contact:**

Heather Cooper  
Customer Care Rep  
+1 8008645387  
[heather.cooper@unitedsiteservicesinc.com](mailto:heather.cooper@unitedsiteservicesinc.com)  
United Site Services of Florida, LLC

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
<b>Restroom Bundle Configuration</b> Delivery 12-01-23						
1 Service 2 Days per Week	EA	\$182.00	1	Recurring	\$182.00	N
Standard Restroom	EA	\$40.00	1	Recurring	\$40.00	N
Hand Sanitizer Refill	EA	\$35.00	1	Recurring	\$35.00	N
<b>Restroom Bundle Configuration</b> Delivery 12-01-23						
1 Service 2 Days per Week	EA	\$313.00	1	Recurring	\$313.00	N
ADA Restroom	EA	\$75.00	1	Recurring	\$75.00	N
Hand Sanitizer Refill	EA	\$35.00	1	Recurring	\$35.00	N
<b>Hand Cleaning Bundle Configuration</b>						

Delivery 12-01-23						
1 Service 2 Days per Week	EA	\$290.00	1	Recurring	\$290.00	N
2 Station Hand Wash Sink	EA	\$40.00	1	Recurring	\$40.00	N
Permit Fee	EA	\$0.00	1	One-Time	\$0.00	N

#### Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$184.00	N

Subtotal Recurring	\$1,010.00
Tax Recurring	\$0.00
<b>Total Recurring</b>	<b>\$1,010.00</b>

Subtotal One-Time	\$184.00
Tax One-Time	\$0.00
<b>Total One-Time</b>	<b>\$184.00</b>

<b>Grand Total</b>	<b>\$1,194.00</b>
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#### Event Notes:

- 50% deposit for all orders placed more than six (6) weeks prior to delivery date;
- Full payment for all orders placed within six (6) weeks of the delivery date;
- Full payment for all orders 30 days prior to the delivery date;
- All orders not paid in full 30 days prior to delivery date will be subject to loss of their reservation
- If Customer fails to pay in full and cancels the order the 50% deposit will be forfeited; and
- All COD payments via check or cash at the time of delivery must be secured by a credit card
- The customer may cancel this order, reduce quantities, revise specifications or extend schedules only by mutual agreement and agrees to pay proper cancellation charges which take into account expenses already incurred and commitments made by the Company:

#### **Cancelled Before Event % of Deposit Returned**

- 120 days - 75%
- 90 days - 50%
- 60 days - 50%
- 30 days - None

**TO PLACE AN ORDER CALL 1.800.TOILETS**



1.800.TOILETS / [UnitedSiteServices.com](http://UnitedSiteServices.com)

EASY / SAFE / CLEAN

**1. Acceptance.** Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Company's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

**2. Payment Terms.** Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process this transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant quotation or invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

**3. Service.** Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

**4. Damage Waiver.** Pricing attachment included herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God, or accidental structural damage to all portable restrooms, hand washing stations and holding tanks. EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. **This Damage Waiver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials while in the Customer's possession.** When Company performs at the Customer's direction, Company is not liable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.

**5. Equipment Responsibility.** Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASIPASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company applicable to the Equipment.

**6. Equipment and Service Selection.** Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due diligence and care in assessing its own needs and is not relying on any information provided by Company in making any such choices.

**7. Equipment Contamination.** Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all removal, cleanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

**8. Liability & Indemnification.** Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or

(c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury, damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. Assumption of Risk; Insurance.** Customer assumes all risk and liability for injury (including death to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, qualify, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above does not limit or qualify the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

**10. Termination.** Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

**11. Governing Law; Non-Waiver; Amendments.** This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

**12. Errors & Omissions.** Company reserves the right to correct any erroneous information that may appear in an invoice including, without limitation, Customer's name or address, or billing amounts.

**13. Fencing.** For fence rental and installation, any new fence orders are subject to a minimum install fee and will be listed on the face of this agreement. If the fence is required for an additional length of time beyond the initial term listed on the face of this agreement, a residual (rental) fee will apply to all fence and related products on site. This residual percentage amount will appear on your agreement and will be invoiced each billing cycle until the fence is removed. All partial deliveries and removals are subject to a minimum trip charge as outlined in the agreement. Company does not engage in or sign project labor agreements (PLA). Customer will, however, provide fence to our customers for self-installation in these instances. Customer is responsible to provide the current project wage rates to Company, and company reserves the right to correct invoices at any time, should adjustments be required to account for any wage determinations or wage rates. Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, fences shall follow ground lines/level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, wires, conduits, obstructions, conditions, or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service entities in advance of install. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location, (b) surveying, grading, locating, and staking fence line and identifying/verifying all property and utility lines, (c) notifying and safeguarding Company of all potential hazards, and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compliance with these terms. Customer is responsible for all relocation/re-installation costs. Customer shall inspect and accept the fence within twenty-four (24) hours of installation.

**14. Conditional Payments.** Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 16. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

**15. Price Adjustments:** Company reserves the right to impose a price increase at any time with or without notice to Customer. Company retains the right to impose a fuel and inflation charge to invoices at Customer's discretion.

**16. Notices.** Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to <https://www.unitedsiteservices.com/privacy-policy>.