



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed:
February 23, 2016 09:36

By: AVERY H. FROMET 0030012

Confirmation Nbr. 677722

PIONEER ENVIRONMENTAL SYSTEMS, INC.

CV 16 859366

vs.

B.R. KNEZ CONSTRUCTION, INC., ET AL

Judge:

CASSANDRA COLLIER-WILLIAMS

Pages Filed: 7

IN THE COURT OF COMMON PLEAS
IN CUYAHOGA COUNTY, OHIO

PIONEER ENVIRONMENTAL SYSTEMS, INC.	)	CASE NO.
20536 Krick Road	)	
Walton Hills, Ohio 44146	)	
	)	JUDGE
Plaintiff,	)	
	)	
vs.	)	
	)	
B.R.KNEZ CONSTRUCTION, INC.	)	COMPLAINT
c/o Gillian Hall, Statutory Agent	)	
7555 Fredle Drive, Suite 210	)	
Concord, Ohio 44077	)	
	)	
and	)	
	)	
ROCKPORT SQUARE LLC	)	
12000 Detroit Avenue	)	
Lakewood, Ohio 44107	)	
	)	
Defendants	)	

FIRST CAUSE OF ACTION

1. Defendants owe Plaintiff the sum of \$48,270.00 according to the account attached hereto and marked Exhibit A.

SECOND CAUSE OF ACTION

2. Plaintiff incorporates by reference all previous allegations as if fully set forth herein.
3. The parties entered into an agreement wherein the Plaintiff provided asbestos abatement services to the Defendants and the Defendants agreed to pay for same. A copy of said contract is attached hereto and marked Exhibit B.
4. The Defendants failed and/or refused to pay for said services and there is a balance

due of \$48,270.00.

THIRD CAUSE OF ACTION

5. Plaintiff incorporates by reference all previous allegations as if fully set forth herein.

6. Plaintiff states certain asbestos abatement services were furnished to the Defendants which were accepted by the Defendants.

7. Plaintiff states that reasonable fees were charged Defendant for the services.

8. Plaintiff states, under the theory of Quantum Meruit, it is owed the sum of \$48,270.00 which remains unpaid.

FOURTH CAUSE OF ACTION

9. Plaintiff incorporates by reference all previous allegations as if fully rewritten herein.

10. The Defendant, ROCKPORT PROPERTIES LLC, is the owner of the realty at 12000 Detroit Avenue, Lakewood, Ohio.

11. Representatives of the Defendant were present to observe the asbestos removal services performed to improve the Defendant's realty.

12. The Defendant knew or should have known that the Plaintiff was supplying services for the purpose of improving said realty.

13. The amount charged as set forth in Exhibit A was fair and reasonable for the services rendered.

14. It would be inequitable for said Defendant to retain the improvements to its realty without properly compensating the Plaintiff.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly, severally or in the alternative in the amount of \$48,270.00, plus interest at prescribed by law, plus costs.

_____/s/ Avery H. Fromet_____
AVERY H. FROMET (0030012)
Attorney for Plaintiff
PO Box 241085
Cleveland, Ohio 44124
(216) 766-5777 Fax: (216) 395-0054
Email: afromet@roadrunner.com

PIONEER ENVIRONMENTAL SYSTEMS
20536 KRICK ROAD, WALTON HILLS, OHIO 44146
PHONE: 216.561.8334 FAX: 216.561.1287

Triban c/o Rockport Square
Attn: Accounts Payable
7555 Fredle Drive, Suite 210
Painesville, Ohio 44077

Number: 2158081
Date: 10/29/2015
Period: 10/12-10/29/15

Re: 12000-12002 Detroit Ave., Lakewood, OH

INVOICE

Contract:

Asbestos Removal & Disposal

\$48,270.00

Material

Labor

Insurance & Bond

Total:

\$48,270.00

Less Retainer 10%

Net Invoice

\$48,270.00

Less Previous Invoice

Amount Due:

\$48,270.00

Total Contract to Date:

\$48,270.00

Previous Invoices

Previous Payments

Dates

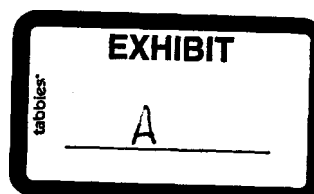
Amounts

Dates

Amounts

TERMS: NET 30 DAYS

Invoices Paid Beyond Terms are Subject to a 1.5% Monthly Service Charge



Pioneer Environmental Companies



Pioneer Environmental Systems, Inc.
Pioneer Independent Contracting, Inc.
Environmental Partners

20536 Krick Road
Waton Hills, Ohio 44146
(216) 561-8334 (800) 605-0002
Fax (216) 561-1287
Email: pesinc@core.com
www.pioneerenv.com

July 29, 2015

Mr. William Sanderson
Agent
Rockport Square LLC
12000 Detroit Avenue
Lakewood, Ohio 44107

QUOTATION NUMBER
2015-07-10659

Mr. Sanderson,

Pioneer Environmental System, Inc. is pleased to provide you with our quotation for the removal and disposal of asbestos containing materials.

This work will take place at 12000 - 12002 Detroit Avenue in Lakewood, Ohio.

This proposal is good for 45 days from the date of this letter and is based on working Monday through Friday during first shift operations, without overtime and holidays, and one uninterrupted mobilization.

SCOPE OF WORK

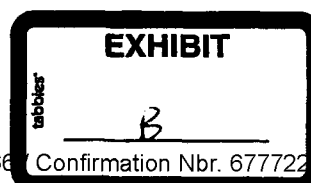
Critical seal and removal of approximately 14,480 square feet of asbestos containing wall and ceiling plaster, two square feet of ACM fuse box insulation, six square feet of ACM fireplace backing as identified in the environmental report from Amianthus LLC dated June 1, 2015. Also included is the glovebag removal of approximately 780 linear feet of asbestos containing pipe insulation from the heating pipes located in the basement as identified. Price does not include removal of the roofing material since this material can be left in place during demolition.

The above work can be completed for a cost of:

\$ 48,270.00

P.E.S. Inc. proposes to furnish all labor, materials, tools, and equipment for the removal and cleanup of asbestos containing materials at the above location and description.

P.E.S. Inc. shall strictly adhere to all precautions necessary to ensure the safety, health and welfare of the workers and the building occupants, in accordance with provisions of the EPA and OSHA Standards 29 CFR 1926.1101, Construction Standards and Sections 1910.1001 Occupational Standards and the 1910.134 Respirator Protection Standards, NESHAP 40 CFR Part 61, Subpart M.



Mr. William Sanderson
Rockport Square LLC
Quotation #2015-07-10659
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In accordance with Section 3710.051 of The Ohio Revised Code, Asbestos Abatement Law **Pioneer Environmental Systems, Inc.** will ensure that all persons working on the project are licensed or certified as required. Certified Air Monitoring Technicians or Asbestos Hazard Evaluation Specialists will conduct the clearance air monitoring sampling in accordance with the Ohio Public Health Council Rules.

This project requires a written 10 working day notification to state and/or federal and local regulatory agencies prior to the commencement of abatement activities.

All documentation in regards to asbestos training, licensing, medial monitoring and fit tests will be available on site, as required by law.

Water and electrical services shall be made readily accessible by the client/owner.

Perform all required air monitoring as per OSHA and The Ohio Public Health Council Rules.

Provide analysis, for air sample results, by a NIOSH accredited laboratory (NIOSH Method 7400).

Label waste in accordance with EPA requirements.

Perform required manifesting of materials for disposal.

Transport and dispose of waste at an EPA approved landfill.

Prepare and submit final package, including air sample results and disposal manifest (if applicable) to the EPA and owner as required by law.

This price is based on non-union/non-prevailing labor rates for all on site personnel. Any change in status would require an increase in the contract amount.

The above price includes \$1,000,000.00 asbestos/general/automobile liability insurance policy.

The above price does not include the replacement of any materials removed.

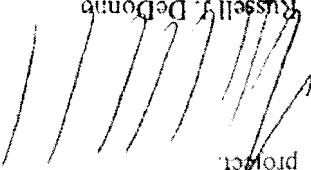
All **P.E.S. Inc.** Personnel does exceed the training requirements and certifications by the EPA and OSHA (a copy of certifications will be provided upon request).

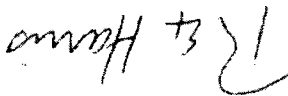
Pioneer Environmental Systems Inc., prior to work commencing, must receive a Purchase Order. Only work stated in the Purchase Order will be performed. Should some work arise not covered under the original purchase agreement, an amended Purchase Order must be issued.

Mr. William Sanderson
Rockport Square LLC
Quotation #2015-07-10659
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Upon acceptance of this proposal the following terms and conditions apply, payment to be made within 30 days of completion unless otherwise negotiated.

Thank you for allowing Pioneer Environmental Systems Inc. the opportunity to quote your project.


Russell J. DeDonno
President


Rex Harris
Project Administrator

RJD/RH:vm

If this quotation including terms and conditions, is acceptable to you, please indicate your agreement by signing below and returning a copy to me via the fax at (216) 561-1287. If the signature page is not returned and work is performed P.E.S. Inc. will assume that Mr. William Sanderson is in agreement to this quotation.

Accepted By William Sanderson (Print Name)
Muban/Agent, Rockport Square, LLC (Company)
Date 9/22/2015 Signature/Title Director of A&D
QRH 10659

Muban
C/O BR KNEZ Const. Inc.
7355 Redie Drive
Suite 210
Lorain Twp. Ohio 44077
Fax: 440-639-6485

WS 9/22/2015

Addendum: included attached Scope & Project Abstracts Survey by Reference