

Re: Tank Inspection/Soil Test  
Nassau County, New York

Pursuant to your request, Eastern Environmental Solutions, Inc. (Eastern) is pleased to present this cost estimate for services associated with establishing the presence of an underground fuel oil storage tank and if identified and approved, evaluate the subsurface soils relative to the tank for fuel oil impacts.

Considering the above, we specifically propose that the scope of our services encompass the following tasks:

### 1.0 PROJECT WORK SCOPE

**Underground Fuel Oil Storage Tank Inspection** - Eastern will conduct a site visit to establish the presence of the underground fuel oil storage tank and determine if petroleum impacts are present. The location of the tank will be determined through the use of magnetic locating devices including a Schonstadt magnetometer and Fisher M-Scope, which is a magnetic locator capable of detection via inductive and conductive trace. Once the tank location has been identified and if approved by the property owner or his representative, up to three soil borings will be installed relative to the tank. Assuming the tank is not located beneath concrete or asphalt; soil borings will be advanced utilizing a stainless steel hand auger setup. The samples will be collected continuously from grade to below the tank bottom. The soil samples will be field checked by scanning the soils for total volatile organic compounds utilizing a photoionization detector. The soils will also be scanned via olfactory and visual means. Samples will not be submitted for laboratory analysis.

Please note if refusal is encountered with the hand auger setup, a geoprobe may be necessary. Geoprobe services are not included in this cost estimate.

### 2.0 PROJECT SCHEDULE

Eastern understands the need for timely completion of this project and is prepared to commence upon receipt of the Project Work Authorization.

### 3.0 FEE FOR SERVICES

For this project as defined in Section 1.0 - Project Work Scope, compensation will be the following:

Item	Unit Cost	Est. Units	Est. Cost
Underground Fuel Oil Storage Tank Inspection (1 <sup>st</sup> tank)	\$650 l.s.	Lump sum	\$650.00
Testing relative to additional tanks	\$250/tank	As necessary	
Total project cost (plus tax)			\$650.00

*\*Above pricing does not include any state, federal, local taxes or fees, which may be imposed. Please note if soil borings are not performed, the UST \$650 fee will be reduced to \$500.*

We require a mobilization fee commensurate of \$650 for commencement of work on the project. The mobilization fee will be credited against the final project invoice, which will be due upon completion of site activities. Invoices not paid within 15 days of the invoice date will accrue a 1 ½ percent interest per month. Pricing presented within this proposal is effective for a period of 30 days. All credit card payments will be assessed a 3% convenience fee.

### 4.0 TERMS AND CONDITIONS

This agreement is subject to our standard Terms and Conditions.

### 5.0 PROJECT AUTHORIZATION

At the end of this cost estimate you will find a Project Work Authorization. Please sign and return the cost estimate to Eastern, the receipt of which shall constitute our notice to proceed. Additionally, please complete the attached soil test authorization form.



If you should have any questions or concerns regarding this cost estimate, please do not hesitate to me at (631) 727-2700.

Sincerely,



**Scott E. Hamarich**

Scott E. Hamarich  
Sr. Vice President

**Project Authorization**

**Agreed and Accepted by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Billing Address



**UNDERGROUND STORAGE TANK SOIL TEST REQUEST AND AUTHORIZATION FORM**

<b>Service Address:</b>									
<b>Financially Responsible Individual</b>					<b>Property Owner</b>				
Name:					Name:				
Address:					Address:				
Phone No.:					Phone No.:				
E-mail:					E-mail:				
<b>Responsible Individuals Attorney</b>					<b>Property Owner's Attorney (if known)</b>				
Name:					Name:				
Firm:					Firm:				
Address:					Address:				
Phone No.:					Phone No.:				
E-mail:					E-mail:				
<b>Service Requested By</b>					<b>Property Access Coordinator</b>				
Name:					Name:				
Firm:					Firm:				
Address:					Address:				
Phone No.:					Phone No.:				
E-mail:					E-mail:				

By requesting the above testing service, it is understood that the property owner and/or the property owner's representative are aware of the test and have authorized performance of the test. The individual requesting the testing service is responsible for ensuring the property owner's authorization for Eastern to access the property and perform the testing.

Eastern provides limited liability for the testing services. Eastern's liability is limited to the identification of fuel oil impacted soil presence relative to underground fuel oil storage tanks which are identified on the date of service. Eastern is not liable for the identification of tank(s) which can not be located through Eastern's magnetic locating equipment unless the location of the tank has been disclosed prior to the service date. Eastern is not liable for the presence of petroleum impacts which occur after the inspection date or are later discovered relative to a tank which could not be located due to limiting factors present at the site (i.e. beneath a residential structure's concrete floor slab).

In the event Eastern is unable to perform the activities as a result of circumstances beyond our control (i.e. cancellation within 24-hours of service, no access, etc.), a mobilization fee of \$95.00 will be charged to the financially responsible individual. Should the financially responsible individual deny payment, the requesting individual will be responsible for the outstanding fees. Please note the financially responsible and requesting individuals will also be responsible for the fees (Legal and otherwise) required to obtain payment.

The fee for our inspection service is \$650 (including inspection of first tank) plus \$250 for each additional tank and ferry fee.

<b>Service Request &amp; Financial Responsibility Approval</b>					<b>Payment Method</b>				
Signature					<input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card				
Print					<b>Credit Card Info. - Amex, Visa or Mastercard</b>				
Date					<b>Credit Card No.</b> <b>Exp. Date</b> <b>Security Code</b>				
<i>*Check or cash payment must be received prior to site mobilization. If payment is not provided in advance, a credit card must be provided. Credit Card payments will be processed upon completion of the site visit. All credit card payments will be assessed a 3%</i>					<b>Address of Cardholder</b>				



258 Line Road  
Manorville, New York 11949  
Office: (631) 727-2700  
Fax: (631) 727-2777

### **General Terms & Conditions**

The Company or Person signing below hereby agrees to these terms and conditions with Eastern Environmental Solutions, Inc. (EESI) and mutually understands and agree that the terms and conditions as set forth below and in the Proposal establish a binding Agreement between both parties.

**Scope of Services.** EESI will conduct certain environmental Services (the “Services”), including any active Services, for Customer in accordance with written Proposals, Quotations, and Additional Work Authorizations signed by Customer. All Proposals, Quotations, and Additional Work Authorizations signed by Customer shall be addenda to this Agreement and shall be subject to all of the Terms and Conditions hereof.

**Applicable Taxes:** Federal state and local taxes shall be added to payment amounts where applicable. Tax exempt organizations must submit proof of tax exempt status.

**Compensation:** EESI shall invoice the customer for services rendered to the customer. Each invoice which shall contain a description of work covered by the invoice

Payment is due upon completion of project as outline in the attached proposal. All charges are portal to portal, unless otherwise noted on the Proposal. A 1.5% finance charge per month will be applied to past due invoices compounded monthly, beginning thirty (30) days after the date due until full payment is received.

If any customer fails to perform its payment obligations, EESI shall have the right to recover any and all reasonable attorney’s fees for collection of past due invoices and seek remedies available to EESI under applicable law or equity. EESI reserves that right to adjust charges such as fuel, transportation, disposal and labor, etc. based on market conditions. Any cancellation by customer within twenty-four (24) hours of the scheduled service will entitle EESI to charge a reasonable cancellation fee.

**Dispute Resolution:** The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement or the relationship between the parties shall be submitted to JAMS or the American Arbitration Association (AAA), or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS or AAA, or its successor, for final and binding arbitration pursuant to the arbitration clause set forth above. Either party may commence mediation by providing to JAMS or AAA and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS or AAA and with one another in selecting a mediator from JAMS or AAA’s panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS or AAA employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue neafter the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys’ fees, to be paid by the party against whom enforcement is ordered.

**Site Access and Existing Conditions.** Customer shall provide EESI, its agents and subcontractors, with access to the site(s). Customer shall provide to EESI any and all records, surveys, and other documents and information as necessary for EESI to perform the Services hereunder, and EESI shall be entitled to rely on any such information without independent verification of the accuracy thereof, unless otherwise instructed or informed by Customer. Customer



certifies that information does accurately reflect current site conditions. Customer acknowledges that unforeseen conditions may require EESI, its agents, or subcontractors to perform additional Services. Those Services may require additional compensation. EESI will prepare an Additional Work Authorization to reflect the impact to the cost for Customer approval. Customer understands and acknowledges that EESI and its subcontractors have played no part in the generation, creation, release or threatened release of a substance, waste, compound or material, hazardous or non-hazardous which may exist at the site.

**Standard of Care.** Customer recognizes that environmental, geologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by EESI and that the limitation of available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of standard professional care and skill. EESI agrees to use that level of care and skill ordinarily exercised by other professional environmental firms acting under similar circumstances in performing its Services hereunder. Except for this standard of care and skill, no warranty, express or implied is made or intended by EESI in providing the Services hereunder, including the furnishing of oral or written reports of the findings made.

**Subcontractors.** EESI may subcontract the performance of all or any portion of the Services which are to be rendered by EESI hereunder to any person or entity which, in EESI's opinion, is reasonably qualified to perform the particular portion of Services which EESI will assign it. Any such subcontract shall not operate to relieve EESI of its responsibilities hereunder; provided, however, that EESI shall not be liable for the negligent or willful acts or omissions of any entity or person performing a part of the Services pursuant to a subcontract.

**Severability.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall in no way be affected, impaired or invalidated, and to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required to be enforceable. This provision shall be interpreted and enforced to provide the original written intent of the parties prior to the determination of such invalidity or unenforceability

**Force Majeure.** Customer shall not hold EESI responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of EESI. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits, unavailability of labor, materials or Services; court orders; acts of God; act, orders, laws or regulations of the Government of the United States or the several states, or any foreign county, or any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Notwithstanding the foregoing, Force Majeure shall not be an excuse for non-payment of compensation hereunder owed to EESI.

**Indemnification.** EESI shall defend, protect, indemnify and hold harmless Customer, its directors and officers, from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, including, but not limited to, reasonable attorney's fees and costs which are the direct and sole result of grossly negligent acts, errors, or omissions of EESI or the willful misconduct of EESI; provided, however, EESI's liability shall be limited in any event to a maximum amount of the contract value or ten thousand dollars (\$10,000), whichever amount is smaller, and EESI shall in no event be liable for special, consequential or punitive damages.

To the fullest extent allowable by law, Customer agrees that it shall defend, indemnify, save and hold EESI, its agents, directors, officers, employees, successors, and assigns (the "EESI Parties") harmless from any and all demands, liabilities, losses, costs and claims, including attorneys' fees asserted against any of the EESI Parties, that may arise or result from any Services provided or performed or agreed to be performed by EESI, other than those matters which are the direct and sole result of the grossly negligent acts or omissions or willful misconduct of the EESI Parties.

**Acceptance of Risk.** In compliance with the Hazard Communication Standard ("Right to Know", 29 CFR 1910.1200), Customer shall provide EESI with a list of hazardous chemicals in the work place which employees may be exposed to while performing this Agreement. In addition, Customer shall identify protective measures to be followed in case exposure occurs.



**Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, representatives, successors and assigns, as the case may be. Neither Customer nor EESI shall be entitled to assign any of its rights or obligations hereunder without the prior written consent of the non-assigning party.

**Modification:** No modification or amendment to the agreement shall be acceptable or binding unless executed in writing and signed by both parties.

**Entire Agreement.** This Agreement, the Proposals, Quotations, and the Additional Work Authorizations issued by EESI and signed by Customer hereunder constitute the entire agreement of the parties and supersede any and all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof.

**Governing Law:** This agreement shall be governed by construed and enforced in accordance with the laws of the State of New York.

The **Authorized Representative** of the Customer signing below hereby certifies that they have read and are in agreement with all elements of this Agreement. IN WITNESS OF THE FOREGOING PROVISIONS, the Parties hereto have duly executed this Agreement below.

**Customer**

**Eastern Environmental Solutions, Inc.**

Name/Title: \_\_\_\_\_

EESI Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_