



Quote #: Q-6022

800-394-8606

www.millereenv.com

January 9, 2024

NYSDEC - Region 1
22-26 Railroad Ave
Glen Head, New York 11545

Previous Existing Fresh and Clean Dry Cleaners

Attn: Joseph Jones

Miller Environmental Group, (MEG) Inc. is pleased to present the following proposal for the investigation and cleanout of two on-site subsurface structures and disposal of contaminated liquids. As well as the examination of the roof of the on-site building and roof-drain tracing. To get the job done safely & efficiently, we will provide a Hazwopper and Confined Space Rescue and Entry crew consisting of foreman, hazmat Technicians & equipment operator along with all equipment and materials necessary

MEG will vac out existing liquids from both structures and off load liquid into 55-gallon drums to be evaluated for waste classification. Both structures will then be entered utilizing confined space entry equipment to free both structures of possible contamination. MEG will make visual and photo inspection of all piping within structures and obtain soil samples, if possible. MEG will also perform a roof examination of the onsite building to evaluate the roof draining and venting system. If roof drains are located, MEG will place a fluorescent dye through the roof drains for source tracing between the roof drains and sub-surface structures.

All generated waste will be drummed and left onsite pending analysis. After waste classification is determined, MEG will profile and transport waste to an approved and permitted TSDf for disposal. Disposal pricing is not included in this cost estimate. additional pricing will be provided after waste analysis has been determined.

Estimated Costs:

Labor, Equipment & Materials	\$5,516.04
Confined Space Entry Equipment	\$486.00
55 Gallon Drum, Per Drum	\$50.00
Waste Liquid Sampling and Analysis	\$108.00

Conditions:



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- This is an estimate only. Projects are invoiced on a time and materials basis, in accordance with MEG's & New York State's Department of Environmental Conservation Division of Environmental Remediation Contract Rate Schedule.
- Estimate assumes work will be performed during normal business hours Monday thru Friday.
- Estimate was prepared based upon conditions observed during the site visit. If a change in scope is evidenced based upon a change in those conditions, MEG will provide a revised estimate for consideration before work begins.
- Actual volume of D.O.T Drums utilized will be determined after waste generation.
- Disposal not included.
- Estimate does not include any applicable Federal, State or Local taxes.

Thank you for the opportunity!

Jordan Stevens

Miller Environmental Group Inc.

FLD SPRV - Field Supervisor

jstevens@millerenv.com



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Authorization to Proceed

The Company/Individual signing below hereby agrees to these terms and conditions with Miller Environmental Group, Inc. (MEG) and mutually understands and agrees that the terms and conditions as set forth below and in the Proposal establish a binding Agreement between both parties.

- 1. SCOPE OF SERVICE - I, NYSDEC - Region 1/Joseph Jones** (Company/Individual) hereby authorize MEG to proceed with the project detailed in the attached estimate. MEG will invoice NYSDEC - Region 1/Joseph Jones (Company/Individual) at our Time and Materials rate schedule or the approved contracted rates previously agreed to by both parties. I accept the pricing and terms of the rate schedule provided. MEG will produce daily worksheets that will capture the quantities and classifications of labor, equipment, and materials used for this project and these will be reviewed, accepted, and signed by a representative of the Company/Individual daily. MEG will present invoices on a timely basis according to the time and materials schedule provided.

Should the parties already have an existing contract, the terms and conditions of the existing contract shall prevail.

- 2. COMPENSATION** - The Company/Individual agrees to pay all monies due and owing:

- By credit card up-front
- Within ten (10) calendar days from invoice date
- According to the terms of our existing contract #:

Retainer/Deposit - Any retainers required will be due upon execution of this contract and will be applied to the final invoice.

Payments - Payment for services rendered shall be due regardless of any subsequent suspension or termination of the contract by either party. Company/Individual understands that a finance charge of 1.5 % per month, which is an annual percentage rate of 18%, will be charged on all past due accounts back to the date of the invoice.

Collections - Company/Individual agrees to pay for all collection costs incurred, including legal fees, collection agency fees, court costs and other direct collection expenses.

Satisfaction with Services - The payment of an invoice signifies that the Company/Individual is satisfied with all service to date and not aware of any deficiencies in services unless otherwise written and notified. Disputes - Disputes regarding services or invoice must be received in writing within 10 days of occurrence.

Termination of Services - Company/Individual failure to make payments for services rendered in accordance with the payment terms of the contract constitutes a material breach of the agreement, which may be cause for termination of services by MEG.

Withholding Transfer of Documents - Payment in full for services rendered is a condition prior to releasing permits, manifests, warranties, drawings, and any other documents to the Company/Individual. Taxes - Company/Individual is required to pay all Sales Tax unless proper exemption and/or resale certificates are provided to MEG prior to the commencement of work.

Taxes - Company/Individual is required to pay all Sales Tax unless proper exemption and/or resale certificates are provided to MEG prior to the commencement of work.

- 3. 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. This agreement is between the Company/Individual signing below and MEG. If the Company/Individual seeks compensation or reimbursement from its Insurance Company, Protection, and Indemnity Club, or other third party, MEG does not release the Company/Individual from its obligations under this Agreement. This Agreement shall be governed by the laws of the State of New York, both as to interpretation and performance. Company/Individual hereby irrevocably consents to the exclusive jurisdiction and venue of the State and Federal courts located in the County of Suffolk, State of New York, for all purposes in connection with any action or proceeding which arises from or related to this Agreement.



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4. **FORCE MAJEURE** – Company/Individual shall not hold MEG responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of MEG. 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 U.S., 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 MEG.
5. **SAFE WORKING CONDITIONS** – MEG will solely determine the safe working conditions for the services to be rendered including, but not limited to weather, personal protective equipment, atmosphere, damage, or risk. MEG will utilize trained personnel with the proper decontamination equipment and disinfection agents as proscribed by CDC and WHO. A site health and safety work plan will be developed for each project and all parties will sign off on the methods to be utilized. MEG will not be responsible for damage to electronics or other office equipment and this equipment will need to be de-energized prior to our service. MEG will not determine safe occupancy post decontamination/disinfection as our service is to reduce risk.
6. **INDEMNIFICATION** – MEG shall defend, protect, indemnify, and hold harmless Company/Individual, 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 MEG or the willful misconduct of MEG. MEG shall in no event be liable for special, consequential, or punitive damages. To the fullest extent allowable by law, Company/Individual agrees that it shall defend, indemnify, save and hold MEG, its agents, directors, officers, employees, successors, and assigns (the "MEG Parties") harmless from any and all demands, liabilities, losses, costs and claims, including attorneys' fees asserted against any of the MEG Parties, that may arise or result from any Services provided or performed or agreed to be performed by MEG.
7. **STANDARD OF CARE** – Company/Individual recognizes that environmental, geologic, and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by MEG 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. MEG agrees to use that level of care and skill ordinarily exercised by other professional environmental firms acting under similar circumstances in performing Services hereunder. Except for this standard of care and skill, no warranty, express or implied is made or intended by MEG in providing the Services hereunder, including the furnishing of oral or written reports of the findings made.
8. **MODIFICATION** – No modification or amendment to the agreement shall be acceptable or binding unless executed in writing and signed by both parties.
9. **ENTIRE AGREEMENT** – This Agreement, the Proposal, Quotations, and the Additional Work Authorizations issued by MEG and signed by Company/Individual 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.
10. **CONFIDENTIALITY** - Except as required by law, Company/Individual agrees that it will maintain in confidence and not disclose to others information acquired in performance of the work under this Agreement without the prior written consent from MEG.

Job Location: 22-26 Railroad Ave Glen Head, New York 11545

Job Description: Fresh and Clean Sub-Surface structure cleanout

Company/Individual Name: NYSDEC - Region 1/Joseph Jones

Billing Address: Building #40 SUNY Stony Brook, NY 11794

Signature: _____

Print Name: _____

Date: _____



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Terms and Conditions

Mobilization/Demobilization: All charges for labor and equipment will be billed on a portal-to-portal basis and subject to a four-hour minimum charge per project for projects lasting less than one day. Scheduled projects that are not canceled 4 hours prior to the scheduled start time will be billed at a 4 hour minimum.

Time and one-half charges apply before 0800 hrs. and after 1600 hrs. weekdays and all day Saturday. Double time charges will apply to all hours worked on Sundays and Holidays (New Year's Day, President's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Friday following, and Christmas Day).

Once mobilized, personnel charges for Offshore work will be a 12-hour minimum; personnel charges for Nearshore and Onshore work will be an 8-hour minimum. If Offshore work requires our personnel to be held "captive" where they remain onboard a vessel when not working a 16-hour minimum labor charge will apply per calendar day. In the event that MEG personnel are required to "Standby" these minimum hours would apply.

Per Diem charges equal to the local GSA Rate (www.gsa.gov) will be assessed to cover lodging and meals when MEG is operating over fifty (50) miles from our nearest office or additional personnel are required from another MEG office to support the project.

Daily/Shift Rates are based on a (12) hour day. Vehicles & Equipment are charged at straight time hourly rates for a 12-hour minimum each day and all equipment charges are portal to portal.

MEG will invoice charges for all itemized equipment utilized or available for use on the project per the Time and Materials Rate Schedule, regardless of whether the equipment is owned by MEG or is rented equipment.

At its sole discretion, MEG will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown.

The Schedule of Rates includes the cost of MEG's basic medical monitoring program. Any special medical monitoring required by the client, or the nature of the work will be added to the project scope and the client will be invoiced at cost plus a markup.

When the flow of a project necessitates crews eating or hydrating in the field, there will be a charge of:
\$10.00- Breakfast; \$15.00- Lunch; \$20.00- Dinner; \$5.00/man/day - Site Fluids

Hazardous Material Work is defined as any work which is regulated by OSHA 1910.120.

Materials not listed and costs incurred will be charged at invoice cost plus 20% including tolls and parking fees. MEG does not sell partial packages of materials.

Fuel Surcharges follow the DOE On-Highway Diesel Fuel Index and apply to Fuel Fired Equipment only.

In the event that Prevailing Wage applies to a specific project a multiplier of 1.65 will apply to the corresponding MEG Labor category.

An Emergency Response activation fee applies to all after hours, weekend, and Holiday call outs.

In the event that any personnel are required to provide testimony in any court or administrative proceeding the rate charged will be that of Legal Support/Expert Witness from the Labor Section on page 1. The company will be responsible for charges related to any testimony including but not limited to travel and expenses whether requested directly by the company or a third party.

The MEG price schedule is considered confidential information and is not to be distributed without written approval from MEG.

Business and occupancy tax and other similar local taxes will be invoiced to the customer as a direct pass through.

Customer Initial: _____

MEG Initial: _____