

Additional Funding Request

MD024	CSS# 185 WO# 17327 Asset# NA
Description of Repairs	Septic tank pumping
Diagnosis: Initial Work Order	Pump commercial septic tank (1,500 gal); Inspect tank and tank components if accessible (repairs are excluded). Tank access to be readily available. No digging for access is included in the quoted price.
Diagnostic Fee	N/A
Additional Labor Cost to Perform Repairs	\$ 525 Septic (see attached)
Additional Material Cost to Perform Repairs	\$ 270 Waste Disposal (see attached)
Total Cost of Repair	\$ 795



B&P Environmental One
410-721-7091

1230 Cronson Blvd
Crofton, Maryland
21114
United States

Prepared For
Ryan Willis
Tidewater Inc.
3761 Attucks Drive
Powell, Ohio
43065
United States

Estimate Date
04/28/2022

Estimate Number
0002731

Description	Rate	Qty	Line Total
Work Location Contact Person: Ryan Willis Phone: 614-357-5885 Email: Ryan.willis@tideh20.net Address: 12100 Greenspring Ave., Owing Mills, MD 21117-1610	\$0.00	1	\$0.00
Point of contact at Site:	\$0.00	1	\$0.00
Septic Pump commercial septic tank (1,500 gal); Inspect tank and tank components if accessible (repairs are excluded). Tank access to be readily available. No digging for access is included in the quoted price.	\$525.00	1	\$525.00
Disposal, liquid- grease/septic/waste water Standard Material Disposal charges (per service). \$/gal	\$0.18	1500	\$270.00
Invoicing Instructions Contact responsible for invoicing	\$0.00	1	\$0.00
Name:			
Phone number:			
Email:			
Invoicing/corporate/billing address:			
Please describe invoicing instructions in detail:			
Exclusions	\$0.00	1	\$0.00

Limits or interruptions to access job location and excessive wait time for inspections are excluded. Customer certifies that all waste removed from the job site or property contains no hazardous materials or controlled/regulated material; additional disposal fees apply for any hazardous / controlled / regulated material.

Subtotal	795.00
Tax	0.00
Estimate Total (USD)	\$795.00

Notes

Contact Person: Tim Astrom - (410) 721-7091. ext. 1
Scheduling: bpdispatchnow@gmail.com

Terms

B&P ENVIRONMENTAL ONE, LLC - GENERAL TERMS AND CONDITIONS

1. TIME FOR PERFORMANCE: B&P Environmental One LLC (“Company”) will not be responsible for any delay or delays that, directly or indirectly, result from or are contributed to be Customer’s failure to perform its obligations hereunder or by any cause beyond Company’s reasonable control, including, but not limited to: fire, flood, or other act of God; strike or other labor disagreement; laws or requirements of governmental or other civil authorities; riot, war, embargo, shortage of labor, material, or energy. If equipment, materials, personnel, or supplies remain on Customer’s site at Customer’s request during such a period delay invoice will be rendered in accordance with the description of work set forth herein (the “Scope of Work”) and Customer, will also pay the Company for all extra costs and expenses incurred by the Company.
2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY: The Company shall perform the Services in material conformance with all applicable Local, State, and Federal Laws, regulations and guidelines and in conformance with the Scope of Work. Nevertheless, unless otherwise noted, Customer is responsible to obtain all necessary special or site-specific permits for the work to be performed hereunder. In signing/accepting Estimate, the Customer does validate ownership to the Property, or responsibility for the management of the Property, as well as the septic or onsite wastewater treatment system that is subject to this Estimate.
3. EXCLUSION OF OTHER REPRESENTATIONS AND WARRANTIES: THE REPRESENTATIONS AND WARRANTIES GIVEN IN PARAGRAPH 2 ARE THE ONLY REPRESENTATIONS AND WARRANTIES GIVEN BY THE COMPANY WITH RESPECT TO THE SERVICES TO BE PERFORMED IN CONNECTION HERewith AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY HAS MADE NO ORAL REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES TO BE PERFORMED HEREUNDER.
4. LIMITATION OF REMEDIES: In the event of the Company’s liability, whether based on contract, tort (including, but not limited to, negligence, strict liability, or otherwise) Customer’s sole and exclusive remedy will be limited to, at the Company’s option, replacement or correction, of any Services not in the conformity with the Scope of Work or these Terms and Conditions, or to the repayment of the portion of the purchase price paid by Customer attributable to the nonconforming services. THE COMPANY WILL NOT BE LIABLE FOR ANY OTHER DAMAGES, EITHER DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, AND IN NO EVENT SHALL THE COMPANY’S LIABILITY EXCEED THE PRICE PAID FOR THE NONCONFORMING SERVICES.

If Customer has a problem with a drain line that the Company has cleaned within the last 30 days from date of service, the Company agrees to dispatch a technician to clean the line again at no charge to the Customer unless the following is found: vandalism, and/or foreign objects such as trash, towels, clothing, rocks, kitchen utensils or silverware or other objects that should not be flushed down the drain line and were not present at the time of the previous service. In the event any objects of this nature are found, the Customer agrees to pay the Company for the return service call to clean the line again in accordance with the prevailing rates of the Company.

5. LIMITATIONS OF LIABILITY: The Company shall not be liable for any liabilities claims, demands, expenses, or losses incurred by the Customer or parties as a result of any claim, suit, or proceeding based on (i) changes in applicable laws or regulations after the Services are completed; (ii) acts or occurrences outside the Scope of Services, (iii) release of toxic materials or hazardous substances which are not a result of the gross negligence or willful misconduct of the Company; or (iv) failure of Customer to obtain required site specific permits, licensed or approvals.

6. TERMS AND METHODS OF PAYMENT: Unless otherwise agreed in writing, itemized invoices will be submitted for payment to Customer either (i) within 10 days of Service or (ii) upon completion of the Services whichever time is the lesser.

(a) All invoices due upon receipt.

(b) All payments received thirty (30) days after the invoice date will be assessed a late payment service charge of 1½ % per month for each month any amount under such invoice remains unpaid, or, if lower, the maximum allowed by applicable law. All payments received will be applied first to unpaid late payment service charges and then to the invoice balance.

(c) The Company may at any time or times, suspend performance of the Services or require adequate assurance satisfactory to the Company, when in the Company's opinion the financial condition of Customer or other grounds for security warrant such action.

Customer agree that Company will retain title to any equipment or materials that may be furnished until final payment is made and if payment is not made as agreed, Company shall have the right to remove same and will be held harmless for any damages resulting from the removal thereof.

(d) Invoices will be sent in a PDF format via email to the customer, hand delivered, and/or mailed. Any costs incurred from invoicing via third party software or payment portals, as requested by the customer, will be charged to the customer and is to be paid in full by the customer, unless disclosed in writing at the time the proposal is accepted.

7. DELINQUENT PAYMENTS: In the event Customer fails to make any payment when due then Customer shall pay, in addition to all other sums payable hereunder, the reasonable costs and expenses incurred by the Company in connection with all actions taken to enforce collection or to preserve and protect its right hereunder, whether by legal proceedings or otherwise, including, without limitation, reasonable attorney's fees and court costs.

8. CLAIMS: Unless otherwise agreed in writing, claims relating in any way to any portion of the Services must be made promptly within two (2) days after such services are performed and must be confirmed in writing within five (5) days thereafter. In no event shall Customer hold back payment for invoices during any period such claims are pending.

9. TAXES: Unless otherwise agreed in writing, Customer shall be responsible for all sales, use, excise, or other tax.

10. APPROVALS, PERMITS, LICENSES, ETC.: Unless otherwise agreed in writing, Customer shall be responsible for securing, at its expense all necessary site specific permits, approvals, easements, and judicial and/or administrative orders to enable the Company to perform the Services.

11. SITE CONDITIONS: Customer shall furnish the following information to the Company with the respect to the site on which the Services are to be performed (the "Site"): (i) its physical characteristics, (ii) soil reports and subsurface investigations as applicable, (iii) legal limitations and restrictions, (iv) utility locations, (v) legal

description and survey if applicable, (vi) other reports or documents which may be reasonably requested by the Company. Customer shall also advise the Company of any special chemical or physical hazards associated with the Site and materials to be handled by the Company in performance of the Services. Customer acknowledges that Company must have adequate parking for its vehicles and equipment in order to provide the services. Customer also acknowledges that Company does not allow for parking fee's/citations in its rates and/or pricing. If Customer cannot provide adequate parking for Company vehicles and equipment upon request and Company incurs costs to park via citations or otherwise, Customer agrees to reimburse Company for its expense.

12. UTILITIES: Unless otherwise agreed in writing, Customer shall provide, at its expense, all utilities necessary for Company to perform the Services.

13. WASTES: In performance of the Services, the Company assumes no responsibility for hazardous waste materials or contamination located on Customer's Site. Customer acknowledges that it is fully liable for the waste it has generated. If the designated disposal facility refuses to accept the waste for any reason or there is a change in the environmental policy procedure enforced by the governing jurisdiction or disposal facility or any other authority which effects including but not limited to the scope of work, disposal procedure, disposal cost, and/or licenses and certifications required to haul and dispose of the waste, Customer will bear any and all additional handling and disposal fees that Company deems necessary.

14. INDEMNIFICATION: (a) Customer shall indemnify and hold the Company harmless against any and all liabilities, claims, demands, expenses, or losses resulting from (i) the performance of the Services in compliance with Customer's instructions or specifications; (ii) the negligent or intentional act or omissions of Customer, its employees, officers, agents, directors, or subcontractors; (iii) release of toxic materials or hazardous substances to the environment which are not a result of the gross negligence or willful misconduct of the Company; or (iv) failure of Customer to obtain required site-specific permits, licenses, approvals, easements, or orders as herein required.

(b) The Company shall indemnify and hold Customer harmless against any and all liabilities, claims, demands, expenses, or losses resulting from the negligent or intentional acts or omission of the Company, its employees, officers, agents, directors, or subcontractors.

15. CHANGE ORDERS: (a) Any changes in the scope of the Services as set forth in the Scope of Work set forth heron shall be agreed in writing between the Company and Customer and shall be on a mutually agreeable time and financial basis. (b) In an emergency affecting the safety of persons or property, the Company shall act at its discretion, to prevent threatened damage, injury, or loss. Within five (5) calendar days after taking any such action, the Company shall supply a detailed report to Customer which shall specify the emergency, the action taken, and such other information as the Company shall reasonably feel is necessary to fully explain the emergency. The Company shall invoice the Customer and Customer shall pay for all extra costs incurred by the Company in the event of such emergency unless such emergency was caused by the gross negligence or willful misconduct of the company. (c) Customer understands that Company's pricing to pump tanks is based on estimated volume or volume issued by Customer. Customer understands that there may be an additional charge if the actual volume of waste removed is greater than the volume quoted. (d) If this contract is for continuing services it shall be in effect for a period of one (1) year or any other period specified in the contract beginning on the date of acceptance. The Contract will automatically renew itself thereafter with a potential increase in price being applied to the new contract period unless amended or terminated by either Party in writing with a thirty (30) days notice.

16. RECORDS AND DATA: All records and data generated by the Company in the performance of Services remain the property of the Company. The Company shall retain such records and data for a period of one (1) year or such longer period required by law. If requested, copies will be provided to Customer at Customer's expense.

17. INDEPENDENT CONTRACTOR: Company shall perform the Services in accordance with the Scope of Work as approved by the Customer. Customer shall have no right to exercise any control or direction over the employees or agents of the Company in connection with the Services. Neither party shall have authority (i) to employ any person as agent or employee for or on behalf of the other party or (ii) to make and

representations or to assume or create any obligation, express or implied on behalf of the other party.

18. ENTIRE AGREEMENT: It is hereby further understood and agreed that the express terms of the Scope of Work and the Company's Terms and Conditions constitute the entire Agreement between Customer and Company and there are no other agreements, representations, or understandings between Company and Customer relating to the Scope of Work or the Services to be performed by Company in accordance therewith, and that all agreements, representations, and understandings of the parties with respect to the Services to be performed by Company are merged with and superseded by the terms of the attached Scope of Work and these Terms and Conditions. No provision of the Scope of Work or the Company's Terms and Conditions may be waived, altered, or modified in any manner, unless the same shall be set forth in writing and signed by duly authorized officer of the Company. In the event that any purchase order, requisition, or other notice of authorization to proceed in accordance with the Scope of Work contains any provision herein, no inconsistent provisions, terms, or conditions shall be deemed to have been tacitly accepted by the Company by reason of the Company's commencement of Services pursuant to any such purchase order, requisition, or other notice of authorization to proceed. The Company's Terms and Conditions shall supersede any such purchase order, requisition or other notice of authorization to proceed.

Note! Any proposal issued by the Company and not accepted by Customer within thirty (30) days from date of issuance, may be withdrawn by Company at Company's sole discretion.

19. DAMAGES TO COMPANY PROPERTY: Customer assumes the responsibility for any damage to WVO (waste vegetable oil) containers placed at Customers facility or on Customers property. There will be a \$650 charge for any replacement container damaged on Customers property.

20. GOVERNING LAW: It is expressly agreed and stipulated that this contract shall be deemed to have been made and to be performed in the State of Maryland, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or any of its rights or obligations of the parties hereto shall be governed by and resolved in accordance with the laws of the said State.

21. PORTAL TO PORTAL: Some equipment/truck/labor charges may be described as "portal to portal". For invoicing purposes "portal to portal" is defined as the total time, starting when the unit/employee is leaving B&P's facility, arriving at the work site, performing work on site, and the return trip back to B&P's facility, ending when arrived at B&P's facility.

Date of Customer Acceptance: _____

Signature: _____

Print Name / Title: _____