

February 25, 2022

CMI Management, Inc.

Proposal Number: CMIMAN022522

Dear Client:

AEG Environmental is pleased to present the following proposal for oil-waster separator cleanout and inspection to CMI Management, Inc. for a property located at 4600 Foxtail Place in White Plains, MD.

### **Scope of Work**

AEG Environmental will profile, label, manifest, transport and dispose of all waste in accordance with all federal, state and local regulations. All non-hazardous waste will be transported by AEG Environmental to a waste consolidation facility and disposed of at an approved non-hazardous waste disposal facility. Upon request, CMI Management, Inc. will be notified of the date and location of the disposal of all waste in the form of a Certificate of Disposal issued by AEG Environmental.

### **Investment**

The described scope of work is offered to CMI Management, Inc. at the following investment rates and terms:

#### Labor:

Foreman	\$85.00 per hour
Technician	\$65.00 per hour

Confined Space Entry Package \$275.00

#### Transportation:

Super Vacuum Tanker and Driver	\$140.00 per hour
Energy & Insurance Surcharge	35%

#### Disposal:

Non-Hazardous Sludge	\$1.49 per gallon, 500 gallon minimum
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This is a time and materials proposal. Based upon a site visit by AEG it is estimated that this project will require the following investment for the cleaning:

Quantity	Description	Unit	Extended
5	Foreman, per hour	\$85.00	\$425.00
5	Technician, per hour	\$65.00	\$325.00
1	Confined Space Entry Package	\$275.00	\$275.00
8	Super Vacuum Tanker and Driver, per hour	\$140.00	\$1120.00
1	Fuel Surcharge	35%	\$392.00
1500	Non-Hazardous Sludge, per gallon	\$1.49	\$2235.00
		<b>Total</b>	<b>\$4772.00</b>

### **Terms and Conditions**

This is a time and materials proposal. All hourly rates will be invoiced on a portal-to-portal basis with 4-hour minimums unless otherwise noted. The above listed price is an estimate only. The invoice amount will be determined by the actual time and materials used to complete the project and the above listed unit rates. This proposal is for the above scope of work only. Any additional work requested by the owner, or required by a regulatory authority, will be done at an additional expense. These rates are for work done during normal working hours, Monday through Friday. Our terms on this project are net thirty days from the date of invoice. This proposal will remain firm for thirty days and supersedes any previous proposal for this project. In recognition of the relative risks, rewards and benefits of the project to both the Client and AEG, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, AEG's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the amount of AEG's fee. Such causes include, but are not limited to, AEG's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Principals and employees of AEG shall have no personal liability for services rendered under this agreement. AEG shall not be liable on any basis for the Client's loss of profits, delay, damages, or any special or consequential damages of any type.

Waste materials not conforming to the descriptions provided to AEG Environmental may be subject to off-specification fees as well as additional transportation, labor, and disposal charges. In the event that non-conforming materials are rejected, a rejection fee may also be assessed in addition to the aforementioned charges.

All vacuum tanker truck and labor rates will be billed on a portal-to-portal basis, with 4-hour minimums, unless otherwise noted. The client assumes full responsibility for the material that has been introduced into the vacuum/tanker. This responsibility includes: off- loading, decontamination, cleaning, repairs, transportation and daily charges for the unit being out of service. Vacuum tanker loads that are comprised of both liquids and sludges may be treated as all sludge if the layers cannot be separated. Additionally, should a rinse be required to remove

sludge or solids from the truck, the volume of rinse material used will be added to the volume of sludge for disposal and charged as such.

This proposal contains no provisions for Federal, State, or Local taxes and/or fees, if applicable. The prices quoted herein are valid for thirty (30) days from the date of this quotation. This document shall take precedence and supersedes all other agreements or purchase orders, whether written or oral. Payments are net thirty (30) days from the invoice date.

We appreciate the opportunity to be of service. If you have any questions regarding this proposal, please feel free to contact our offices.

Very truly yours,  
AEG Environmental

*Bryan Bartlett*

Bryan Bartlett  
Territory Manager

# AEG Environmental Products & Services, Inc.

## Proposal Acceptance Agreement

To accept and activate the attached proposal please complete and sign this agreement and return it to AEG Environmental. Fax Number: 410-876-5641. Attention: Bryan Bartlett

Client: CMI Management, Inc.

Project: OWS Cleanout & Inspection

Proposal Number: CMIMAN022522

**BILLING INFORMATION:** Invoices will be charged and mailed to the following account.

Client: CMI Management, Inc.

Office Phone: 703-738-5301

**PAYMENT TERMS:** Total amount payable within 30 days upon receipt of invoice. All applicable taxes and/or fees will be added and are the responsibility of the Client.

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### ACCEPTANCE:

All pricing and specifications stated are satisfactory and hereby accepted by Client. Payment will be made to AEG Environmental as stated.

AEG Environmental is hereby authorized to perform the work as outlined.

In the event of payment default, Client agrees to pay all costs of collection including reasonable attorney's fee. All invoices are due according to terms. Buyer agrees to pay AEG Environmental (1) 1.8% Interest per month or the maximum amount permitted by law on all past due invoices; (2) any and all collection cost and fees, including but not limited to attorney fees incurred to obtain payment. (3) This proposal is governed by the laws of Maryland and the parties consent to jurisdiction and venue in the courts of Carroll County, Maryland.

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By (Signature)

Title

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By (Type/Print)

Date Accepted

Purchase Order Number: \_\_\_\_\_

This agreement together with the proposal constitute the entire agreement between the Client and AEG Environmental and supersedes all prior written or oral understandings regarding this project.