

Company Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Emergency Response Authorization

Procedures and Customer Information



We understand the urgency of emergency situations and are committed to responding promptly to your request. However, we require written authorizations before we can proceed.

Please review the Emergency Response Agreement with Rate Schedule and credit applications attached to this document. If you have any questions or need clarification, do not hesitate to ask. If you agree to the terms, please sign and return page one immediately to authorize EnviroServe's response.

Please also complete and sign the Customer Information page and submit it to EnviroServe as soon as possible, preferably by the next business day.

### Next Steps:

1. Required **Immediately**:
  - a. Review the Emergency Response Agreement and Attachment.
  - b. If you agree to the terms, sign, and return page two to authorize the response.
  - c. If applicable, sign page three to authorize a credit card transaction.
  
2. Required on the next business day:
  - a. Complete, sign, and submit the Customer Information page.

## Authorization Form for Single Credit Card Payment

By signing this form, you acknowledge and agree to the following terms and conditions:

1. You authorize EnviroServe Inc. to initiate a debit entry to your account for the amount indicated below.
2. This authorization is limited to a single transaction and does not provide authorization for any additional unrelated debits or credits to your account.
3. You understand that you have the right to revoke this authorization at any time by providing written notice to EnviroServe Inc., and that revocation of this authorization will not affect any prior debits or credits processed by EnviroServe Inc.
4. You agree to receive a detailed invoice describing the charges associated with the transaction.

Name: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Amount (USD): \$ \_\_\_\_\_

Account type:                      Visa \_\_\_\_                      MasterCard \_\_\_\_                      AMEX \_\_\_\_                      Discover \_\_\_\_

Cardholder name:	
Last four digits of card:	
Expiration date:	

*By signing this payment authorization form, I hereby authorize the above-named business to charge the credit card indicated above, according to the terms outlined in this form. This payment authorization is solely for the goods/services described above, for the specified amount only, and is valid for a one-time use only. I certify that I am an authorized user of this credit card, and I will not dispute the payment with my credit card company, provided that the transaction corresponds to the terms indicated in this form.*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Customer Information

### CUSTOMER NAME

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name of DBA: \_\_\_\_\_

### BILLING ADDRESS INFORMATION

Street or PO Box: \_\_\_\_\_

City: \_\_\_\_\_

Province/State: \_\_\_\_\_

Mail Code: \_\_\_\_\_

Country: \_\_\_\_\_

### CONTACT INFORMATION

Main Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

### ACCOUNTS PAYABLE CONTACT INFORMATION

AP Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

\*AP Email: \_\_\_\_\_ Phone: \_\_\_\_\_

\*Use this email for monthly statements?

\_\_\_\_\_ Different?

### BILLING INFORMATION

Payment Terms: Net 30

Tax ID/EIN Number: \_\_\_\_\_

Billing System/Invoicing Portal  
(ie. Coupa, Ariba, etc.): \_\_\_\_\_

Invoice Requirements  
(ie. PO required, contract #, etc.): \_\_\_\_\_

Paying Entity Name: \_\_\_\_\_

Tax Exempt?: \_\_\_\_\_

**\*\*Please attach exemption certificate if applicable\*\***

### FORM COMPLETED BY

The information provided above is true and correct.

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b>	Business name/disregarded entity name, if different from above.	
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code	
	<b>7</b>	List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>													
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**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## TERMS AND CONDITIONS

The following terms and conditions apply to all materials sold and services provided by EnviroServe Inc. (“EnviroServe”) to the Client named on the face sheet of this Agreement and are applicable to any subsidiary and/or affiliate of Client that EnviroServe sells materials to or provides services to on such Client’s behalf.

### 1. Entire and Sole Agreement.

- 1.1 These terms and conditions, along with any terms provided by EnviroServe in its Quotation, Proposal, or on the face sheet of this Agreement, shall constitute the entire and sole agreement (“Agreement”) between EnviroServe and Client as to the goods sold and/or services provided and shall supersede all prior oral or written agreements by and between EnviroServe and Client. These terms and conditions may not be modified, altered or canceled without the express written agreement signed by both EnviroServe and Client. In the case of any inconsistency between these terms and conditions and any other terms, conditions, or provisions, then the terms and conditions set forth herein shall expressly control. Client expressly waives all provisions contained in any correspondence or forms involved in this transaction which negate, limit, extend or conflict with the terms and conditions stated herein. Client agrees that it has not been induced to enter into this Agreement by any oral or written representation, guaranty or warranty made by EnviroServe, its employees, agents or representatives other than as expressly set forth herein or on the face sheet hereof. If any portion of this Agreement is deemed to be illegal or unenforceable by a court of law, then the validity of the remaining portions or provision shall not be affected and shall remain in full force and effect. Notwithstanding the preceding sentence, if EnviroServe in its sole discretion determines that the absence of the eliminated provision is contrary to the original intention of the parties, then EnviroServe shall have the right to terminate the Agreement.
- 1.2 Client's engagement of EnviroServe represents Client's acceptance of this Agreement, which constitutes the entire understanding and supersedes any prior or subsequent communications, representations or agreements of the parties, whether oral or written, including Client's additions or different terms and conditions that may be contained in any purchase order, work order, acknowledgment form, manifest or other document referenced, incorporated, and/or provided by Client to EnviroServe, to which notice of objection is hereby given. Any terms and conditions referenced, incorporated, and/or provided by Client, and any Client additions, subtractions, or edits to the terms and conditions stated herein, are void and of no effect.
- 1.3 EnviroServe shall perform in accordance with generally accepted industry principles and practices, in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

### 2. Personnel and Safety.

- 2.1 EnviroServe's personnel endeavor to conduct field activities in such a manner as to protect themselves and others from accidents and injury. EnviroServe's personnel use their own safety equipment (hard hat, protective clothing and eyewear, respirator, etc.) unless otherwise

- instructed. Client agrees to notify EnviroServe in writing before the work proceeds in the event Client is aware of a special safety need.
- 2.2 EnviroServe shall have the right to subcontract any or all of the work covered by the Agreement. Any assignment of this Agreement or any rights hereunder by Client without written consent of EnviroServe shall be void.
- 2.3 EnviroServe will perform the services as an independent contractor. For the purposes of its performance hereunder, EnviroServe is not a servant, employee or other agent of Client. EnviroServe shall have the exclusive right to determine how its work or services will be accomplished and Client shall have no right to control and shall not control or direct the details, manner or means by which EnviroServe obtains or provides services to Client. EnviroServe may continue to offer its services to the general public. Except as may be provided for herein, neither party may enter into agreements, make commitments or incur liabilities or obligations on behalf of the other party. Nothing in this Agreement will be deemed to create an agency relationship, partnership or joint venture between EnviroServe and Client, each of which is expressly denied.
- 2.4 Client warrants to EnviroServe that Client has procured the requisite legal right, title, and interest necessary to provide EnviroServe legal access to the job site ("Site"). EnviroServe will take reasonable precautions to minimize any damage to the Site and adjoining properties. Client shall identify and locate the area to be serviced at the Site and shall identify and accurately mark all pipelines, utilities, and other facilities at or near the work area. EnviroServe is not charged with knowledge of any latent, concealed, or subsurface site conditions, and shall not be liable for: (i) damage or injury to any subsurface structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables, human remains, burial markers, archeological sites, wetlands or hazardous materials or any wastes not identified in the Agreement) or any existing subsurface conditions, or the consequences of such damage or injury, if such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by EnviroServe in connection with the services; (ii) concealed conditions encountered in the performance of the services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Agreement or information furnished to or obtained by EnviroServe; or (iv) unknown subsurface physical conditions that differ materially from those ordinarily encountered. Should EnviroServe encounter such conditions, the Parties shall agree on a revised Scope of Work providing for an equitable adjustment of the price and/or time of performance to account for such unknown or changed conditions. EnviroServe's duty to defend, indemnify and hold harmless, as provided in this Agreement and otherwise, shall not extend to any losses arising out of, resulting from, or in any way connected with, any such latent, concealed, or subsurface conditions.
- 2.5 Client agrees to de-energize, lock out, tag out, and ground any electrical equipment consistent with EnviroServe's schedule for services, provide utility services required for the performance of services; provide ventilation capacity, as specified, provide access to workrooms, toilet facilities, first-aid and medical facilities as available, for EnviroServe personnel; re-energize the equipment after servicing by EnviroServe. Client shall be responsible for all loss, damage, or injury to equipment that is de-energized including fuses, cutouts and switches, and shall operate its

equipment before, during and after servicing in accordance with state, local and federal laws. Client acknowledges that all equipment may be affected by operating conditions other than those for which the equipment was designed. Client recognizes that equipment is subject to failure at any point and failures may be brought about prematurely by excessive heating, overloading, shock loading, transient voltage surges, among other causes, all of which are within the exclusive control of Client. Client is aware that operating conditions, including examples stated above which contribute to the failure of equipment may exist prior, during and subsequent to the performance of the services. Client acknowledges that the operating conditions are under its exclusive control and that Client has elected to service its equipment, such choice having been made with full knowledge of the factors outlined above and after evaluation of the processing equipment, techniques, and procedures to be used by EnviroServe. Client assumes the risk of damage or loss of equipment from any cause whatsoever.

- 2.6 Client, its subsidiaries, affiliates or employees shall not solicit or otherwise offer employment to EnviroServe's employees, or former EnviroServe employees who had been employed by EnviroServe on the date of this Agreement, or EnviroServe's subcontractors during the time period of this agreement and for a period of five (5) years following the date on which EnviroServe last performs services under this Agreement unless there is mutual written consent in regards to a particular employee, former employee or subcontractor. Furthermore, Client will not, nor will it permit any of its directors, officers, employees, representatives, or agents to solicit, directly or indirectly, the business of, perform services, or provide materials to, or otherwise participate in discussions or negotiations with any vendor, supplier, or customer of Client that is introduced by EnviroServe to Client for a period of five (5) years following the date on which EnviroServe last performed services under this Agreement.

3. Confidential Information/Trade Secrets.

- 3.1 During the conduct of specific assignments, either party may obtain, directly or indirectly, Confidential Information proprietary to the other. Accordingly, each party agrees to maintain, as secret and confidential, all of the other party's Confidential Information, and agrees to not disclose it to others or use it without specific authorization from the party which provided the Confidential Information, except as may be required to perform its obligations under this Agreement or as required by law or other legal process. Media requests for information will be directed to Client or its designated representative.
- 3.2 For purposes of this Agreement, "Confidential Information" means: all confidential or proprietary information, including, without limitation, designs, data, ideas, drawings, specifications, trade secrets, formula, technical experience, financial data, financial information, specifications, products, and other products and services, and other valuable, confidential and proprietary information, which may be disclosed by a party to the other, whether or not marked as such. The term "Confidential Information" does not include information that: (a) is or becomes generally available to the public other than as a result of a disclosure by a party in breach of this Agreement; (b) was rightfully available to a party on a non-confidential basis prior to its disclosure by one party to the other; (c) becomes available to a party from a source other than the other, provided that the source is not (to the knowledge of the receiving party) bound by a contractual, fiduciary

obligation or other obligation of secrecy; or (d) is developed by a party independent of any Confidential Information of the other. At all times, the Parties agree not to disclose to any person or entity any Confidential Information of the other. Furthermore, each party retains exclusive ownership of all of its Confidential Information, and the receiving party obtains no license or other rights thereto. The Parties hereby agree that if the other breaches this section, it shall incur irreparable injury and harm and money damages would be an insufficient remedy, and as such, and in addition to all other remedies, the aggrieved party shall be entitled to seek injunctive relief restraining the other from further breach of this section.

- 3.3 Each party may: (a) disclose Confidential Information to its attorneys, accountants, other professional advisors, and permitted subcontractors, to the extent, necessary to perform or enforce any obligation under this Agreement; (b) retain back-up copies of the Confidential Information in its computer systems to the extent that routine computer back-up procedures create copies in the associated back-up, archival, or cloud based computer storage system, and (c) retain one copy of any Confidential Information as required to ensure compliance with any applicable state or Federal statutes, laws or regulations, provided in each instance that any such Confidential Information so retained shall remain subject to the provisions of this Confidentiality Agreement.

#### 4. Waste.

- 4.1 Hazardous and/or non-hazardous materials and waste(s) ("Waste") may be created, handled, stored, transported, and/or disposed of during the performance of services by EnviroServe. Client agrees that Client at all times is the generator of the Waste, and retains sole responsibility, title and ownership of the Waste, from the time of original creation of the Waste until it is received and accepted by the final treatment/disposal facility, including during any times in which Client receives assistance, handling, transportation, storage or other services from EnviroServe.
- 4.2 Nothing contained in this Agreement shall be construed or interpreted as requiring or deeming EnviroServe to assume the status of generator as that term appears within the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq, as amended or within any state statute governing the generation of waste. Client agrees that EnviroServe shall not take ownership of, or be deemed a generator of, the Waste, or of any soils, containers, hazardous materials, hazardous waste, or other items handled, collected, transported and/or disposed of pursuant to this Agreement.
- 4.3 Client acknowledges responsibility for making all disclosures or reports required by any law or procedure to any third party, including but not limited to governmental authorities and State and US Environmental Protection Agencies.
- 4.4 In no event shall EnviroServe be liable for the acts of third parties, or for loss or damage which is caused or alleged to be caused by, arise out of, or relate to the use or failure of tanks, boxes, bins, lines, utilities, underground structures, or other equipment leased to, rented to, used by or belonging to Client, or which is used by EnviroServe or left on site by EnviroServe in connection with the goods or services provided under this Agreement. Without limiting the foregoing, in no

- event shall EnviroServe be liable for unknown site conditions, or for release, discharge, spillages or disposal from equipment, realty or facilities which are not then in EnviroServe's actual custody, possession and control, and Client agrees to indemnify and hold EnviroServe harmless with respect to such release, discharge, spillages or disposal.
- 4.5 Client agrees to be responsible to select and approve the method of treatment / disposal, and the treatment / disposal facility(s) for the Waste. Client agrees to provide EnviroServe with properly executed Waste Profile Sheet(s), which accurately and completely describes each type of Waste material, within 24 hours of the creation of the Waste. In the event that executed Waste profiles are not received by EnviroServe within this 24-hour time period, Client agrees to pay EnviroServe a daily Waste Handling fee as listed in the Proposal Rate Schedule (subject to a \$1,000 minimum charge), for each day thereafter, until the executed Waste Profile Sheet(s) are received by EnviroServe.
- 4.6 Waste Profile Sheets provided by Client shall include: Client's name; identification of Generator of the Waste; date; type of Waste material (e.g., spent acids); source of waste material (e.g., electroplating vat); form of waste material (e.g., liquid); shipping unit (e.g., 55 gallon metal drum); characteristics, including type, source, and toxic constituents; EPA waste codes; and a signature of an authorized representative of Client. Client represents that all information on its Waste Profile Sheet(s) is accurate.
- (a) EnviroServe may provide Client with partially completed waste profile(s) for review and signature. Client agrees to accept sole responsibility to review and correct this information, as necessary.
  - (b) Client agrees that EnviroServe is under no obligation to transport any Waste until Client has provided EnviroServe with properly completed Waste Profile Sheet(s).
  - (c) Client agrees to authorize EnviroServe to sign waste documentation (i.e. shipping documents, manifests) as an agent of Client. Client agrees that EnviroServe does not accept title, generator responsibility or liability, while acting as Client's agent.
- 4.7 Waste not accurately identified by Client on the Waste Profile Sheet shall be deemed Nonconforming Waste. Client shall defend, indemnify and save harmless EnviroServe, including its respective officers, directors, agents, employees, affiliates, parents and subsidiaries, of and from any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, losses or liability, in law or in equity, of every kind in any nature whatsoever related to or caused by Nonconforming Waste, including without limitation, reasonable charges for the handling, transportation, testing, collection, management, storage, and disposal of any Nonconforming Waste, and all time, expense, costs, damages and fines incurred relative to such Nonconforming Waste. Risk of loss and title to Nonconforming Material shall at all times remain with Client (as if not accepted by EnviroServe, as if EnviroServe had not accepted custody or possession). Client agrees to promptly accept the return of any Nonconforming Waste, and of materials which are not accepted by the designated transfer location (or disposal facility). Any obligations imposed on

EnviroServe, including those to defend, indemnify and/or hold harmless, shall not apply to the extent the losses were caused by or relate to Nonconforming Waste.

5. Pricing and Payment.

- 5.1 Client agrees to pay EnviroServe for services including all costs, expenses and fees incurred by EnviroServe in the course of performing under this Agreement including but not limited to travel, per diems, mobilization, demobilization, labor, equipment, materials, project management and supervision in accordance with EnviroServe's Proposal Rate Schedule attached hereto as an Appendix to this Agreement.
- 5.2 Client agrees to pay EnviroServe for additional items not detailed in the Service Rate Schedule or items subject to regional variance as a cost plus item. Cost plus is the actual invoice cost for an additional item plus the percentage indicated in the Proposal Rate Schedule. Projects requiring prevailing wages will require a revised rate schedule specific to that project. EnviroServe's compensation does not include sales, use, excise or similar taxes, and such taxes applicable to the services, if any, shall be paid by Client. The Service Rate schedule includes the cost of the EnviroServe basic medical monitoring program. Any special medical monitoring required by Client or by the nature of the work will be added to the project scope for which Client agrees to reimburse EnviroServe as an additional cost plus item.
- 5.3 If, subsequent to the date of this Agreement, (a) any new law, regulation or requirement is promulgated or the interpretation or enforcement of any existing law, regulation or requirement is changed, or (b) Client or any third party adopts any new procedure or policy, or amends any existing procedure or policy, which increases EnviroServe's costs, EnviroServe will compute the cost changes and adjust EnviroServe's rates to reflect such changes. Client will have the right to review EnviroServe's calculations for changes hereunder prior to the change going into effect; provided that any such change will be effective from the date on which EnviroServe begins to incur such additional costs.
- 5.4 Client agrees to pay EnviroServe invoices within thirty (30) days of the invoice date (or if different, within the terms listed in the Proposal Rate Schedule) and shall not delay payment for any reason, including but not limited to being a party to an insurance claim, lack of insurance, delays in providing documentation, and/or invoice dispute. Client agrees to accept and be responsible for a finance charge of 1-1/2% per month on all past due invoices. In the event that forcible collection action is required, Client shall reimburse EnviroServe for all costs of the collection action, including reasonable collection agency fees, attorney fees and court costs. Client hereby authorizes any insurance company involved to pay EnviroServe directly for services provided.
- 5.5 EnviroServe may, without liability or obligation, withhold its services under this Agreement if Client fails to timely pay amounts invoiced by EnviroServe that are not timely disputed in writing and in good faith by Client.
- 5.6 In the event that EnviroServe provides documentation for the services provided, Client agrees to promptly review and return draft documents to EnviroServe within five (5) days from receipt.

Client agrees that delays in providing documentation shall not delay payment by Client to EnviroServe.

- 5.7 Client hereby authorizes EnviroServe to conduct credit checks and verification of the financial condition and ability to pay of Client. Upon request, Client agrees that EnviroServe will have the right, at its expense, to examine, audit, copy, or inspect the books, records, and accounts of Client pertinent to the purpose of verifying the accuracy of the performance of Client under this Agreement.
- 5.8 EnviroServe may, upon thirty (30) days written notice, make changes to the terms and conditions of this Agreement with respect to the scope and performance hereunder. If such change causes an increase in the price, fees, or time period for the performance of the services, this Agreement shall be modified accordingly. Client has the right to object to said changes, and shall do so, if at all, within said thirty (30) day period. If the Parties fail to agree on such modifications, EnviroServe shall have the right to terminate this Agreement with no further liability or obligations hereunder. EnviroServe shall not be bound by any change orders unless signed by a duly authorized representative of EnviroServe.

6. Insurance, Indemnification and Limited Warranty.

- 6.1 EnviroServe agrees to maintain the following types and amounts of insurance coverages:
- (a) Worker's Compensation insurance with statutory limits as required by laws applicable to and covering employees of EnviroServe engaged in performance of the work and Employer's Liability insurance protecting EnviroServe against liability in the absence of Worker's Compensation statutory liability or where Worker's Compensation statutory liability does not apply, for employee bodily injury with limits of \$1,000,000 per occurrence.
  - (b) Commercial General Liability insurance for bodily injury, property damage, personal injury, contractual liability and products completed operations with limits of \$1,000,000 per occurrence.
  - (c) Automobile liability insurance including non-owned and hired vehicle coverage with limits of \$1,000,000 combined single limit and coverage will include the MCS 90 endorsement and CA 9948 (Broadened Pollution Liability) endorsement or equivalent.
  - (d) Contractors Pollution Liability insurance including bodily injury, property damage, clean up, and contractual liability coverage for any pollution damages resulting from the operations outlined in this Agreement with limits of \$1,000,000 per occurrence.
- 6.2 EnviroServe will, upon written request, furnish Client a certificate of insurance evidencing the coverage. EnviroServe will provide Client with thirty (30) days prior written notice in the event of cancellation.

6.3 (a) EnviroServe shall indemnify, defend and hold harmless the Client, its directors, officers, agents, employees, parent entity, subsidiary entity, and subcontractors (each an Indemnified Client Party) from and against any and all claims, causes of action, suits, losses, costs, fines, taxes, penalties and damages, including, reasonable attorneys' fees ("Losses"), related to personal injury, illness, disease, death, or property damage, to the extent caused by the negligence, willful misconduct, errors, or omissions of EnviroServe, its subcontractors, or its employees, and which relate to the performance or non-performance of the Services; provided, however, EnviroServe's duty to defend, indemnify and/or hold harmless shall not apply to the extent the Losses were caused by the actions or omissions of any Indemnified Client Party;

(b) Client shall indemnify, defend and hold harmless EnviroServe, its directors, officers, agents, employees, parent entity, subsidiary entity, and subcontractors (each an Indemnified EnviroServe Party) from and against any and all claims, causes of action, suits, losses, costs, fines, taxes, penalties and damages, including, reasonable attorneys' fees ("Losses"), related to personal injury, illness, disease, death, or property damage, to the extent caused by the negligence, willful misconduct, errors, or omissions of Client, its subcontractors, or its employees, and which relate to the performance or non-performance of the Services; provided, however, Client's duty to defend, indemnify and/or hold harmless shall not apply to the extent the Losses were caused by the actions or omissions of any Indemnified EnviroServe Party;

(c) Notwithstanding the foregoing, or anything in this Agreement to the contrary:

(i) in no event shall EnviroServe be liable for consequential, incidental, special, exemplary, or punitive damages, regardless of (a) whether such damages were foreseeable, (b) whether or not Client was advised of the possibility of such damages, and/or (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. Consequential damages, as used herein, shall be deemed to include loss of use, loss of income, loss of revenue, lost profits, loss of financing, loss of business, loss of reputation, business interruptions, liquidated damages, and/or loss of productivity or services; and

(ii) any obligation or duty on EnviroServe, including those to defend, indemnify and/or hold harmless, shall not apply to the extent caused by or relate to Nonconforming Waste.

6.4 LIMITED WARRANTY. For a period of one (1) year from performance, EnviroServe warrants its products and/or services shall: (a) conform to the Agreement, (b) meet the standard of care set forth herein, (c) be of merchantable quality, (d) be in full compliance with all applicable laws, codes, rules and regulations, (e) incorporated into its work shall be new (unless otherwise specifically agreed between the Parties in the applicable quotation or proposal); (f) be performed with competent and skilled personnel.

**THE FOREGOING LIMITED WARRANTY IS ENVIROSERVE'S ONLY WARRANTY LIABILITY, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENVIROSERVE HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR OTHER WARRANTIES, CONDITIONS OR TERMS OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No**

representative is authorized to change this limited warranty in any way or grant any other warranty on behalf of EnviroServe. This limited warranty does not extend to any component parts or individual parts not manufactured by EnviroServe; however, EnviroServe's limited warranty herein shall not limit any warranties made by manufacturers of component or individual parts which may extend to Client. Client specifically agrees that all environmental remediation projects are excluded from any warranty.

Any lawsuit and/or arbitration proceeding against EnviroServe must be brought, if at all, within 12 months from the date of the service of EnviroServe which gives rise to the claim. Lawsuits and/or arbitration proceeds brought after said date are waived and void.

- 6.5 EnviroServe shall not be responsible for any damage or injury resulting to or caused by any products or services for any reason, including without limitation, by reason of installation by Client, improper storage, unauthorized service, alteration of the products, neglect or abuse or the use of the products in a manner inconsistent with its design. EnviroServe shall not be liable for any delays or losses caused by Client's error. Client acknowledges and agrees that if Client identifies specific applications for the use of EnviroServe's products or services, EnviroServe shall not be responsible for any deviations from the applications or nondisclosure of Client of any additional information, including, but not limited to Client's failure to properly install the products. If designs, specifications, intellectual property, procedures, processes, tools, or equipment are specified by Client, the parties agree that Client is exclusively responsible for all such items and EnviroServe shall have no responsibility therefore. EnviroServe shall not be responsible for the correctness or adequacy of any design details, plans, or material not furnished by EnviroServe. The parties further agree that EnviroServe shall not be responsible for any products which have been modified or integrated with other products not designed or selected by EnviroServe. EnviroServe shall not be liable for any delays or losses caused by the Client's error.
- 6.6 Within five (5) days of the completion of the services by EnviroServe, Client shall inspect the products and services, and claims for corrections from Client must be made in writing to EnviroServe within said five (5) day period. If a claim is not made within said five (5) day period, the services shall be deemed accepted. Upon receipt of written notice in compliance with the time period above, EnviroServe shall have the right to inspect and investigate to determine the validity of the defect. To the extent EnviroServe determines that there is a defect for which EnviroServe is responsible hereunder, then in such case EnviroServe's sole obligation is to correct the defect to conform with the requirements of this Agreement; however, EnviroServe shall have no liability to correct or replace any items caused by Client or its affiliated companies, officers, employees, shareholders, contractors, subcontractors, agents, successors and assigns.
- 6.7 EnviroServe's liability for any claim of any kind, or for any damage arising out of or in connection with or resulting from this Agreement, or from the performance or breach thereof, shall in no case exceed the price or fees allocable to the products or services respectively, or any part thereof, which directly gives rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER ENVIROSERVE, NOR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES WILL BE LIABLE TO CLIENT (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES) FOR ANY SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE, OR FOR ANY LOSS OF PROFITS OR LOSS OF USE OF CAPITAL OR REVENUE UNDER ANY CIRCUMSTANCE (EVEN IF CLIENT HAS BEEN ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES), WHETHER THE CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE UNDER THIS AGREEMENT.

6.8 Client hereto warrants and represents that Client's execution and delivery of this Agreement has been duly authorized by proper action and that the same is a binding obligation of Client enforceable in accordance with its terms. Client further warrants and represents that it is solvent, is able to meet its debts and liabilities as they become due as of the date of this Agreement, and any change in such financial condition after the commencement of this Agreement shall be immediately provided to EnviroServe in writing.

7. Default and Termination.

7.1 In the event that Client fails to pay any amount due to EnviroServe, or otherwise breaches any obligation or covenant contained in this Agreement, or any other agreement with EnviroServe, EnviroServe may, in its discretion, in addition to all other remedies to which EnviroServe may be entitled without affecting an election of remedies, cancel or terminate all obligations to Client upon notice to Client, or suspend performance by EnviroServe as described in Section 7.2 below until Client pays for such charges or amounts, or terminate this Agreement. Furthermore, in the event of a cancellation or termination by EnviroServe due to default of Client, EnviroServe shall be entitled to any and all damages under law, including, without limitation, lost profits, lost business, consequential, incidental, special, or indirect damages, and all other losses, costs, expenses and damages incurred by EnviroServe.

7.2 EnviroServe shall have the right, by written notice to Client (or, in the case of (b) below by verbal instruction followed up immediately by written notice), to suspend the work or any part thereof to the extent detailed in the notice, for any of the following reasons: (a) in the event of a breach or default on the part of Client, including without limitation, the failure to pay any amount due and owing hereunder; or (b) in the event that suspension is necessary for the proper performance or safety of the services, or the safety of EnviroServe's personnel. If the period of any suspension exceeds ten (10) days, EnviroServe shall have the right to terminate this Agreement.

7.3 EnviroServe may immediately terminate this Agreement upon the following: (a) a breach by Client of any covenant, obligation or representation contained in this Agreement, or any other agreement with EnviroServe, including, without limitation, failure to make payment of the amounts due and owing hereunder to EnviroServe; (b) in the event Client ceases as a going concern, or becomes subject to or a party of any bankruptcy or insolvency proceeding, enters into receivership, assigns any of its assets for the benefit of creditors, is unable to meet its liabilities as they become due, or ceases to exist as an entity under the laws of its home state; or (c) EnviroServe provides Client with thirty (30) days' written notice of termination. Upon termination for any reason, EnviroServe shall have no further liabilities or obligations to Client hereunder, including without limitation any covenants of EnviroServe to Client in any other agreement, and EnviroServe shall be entitled to payment for any and all services rendered and

products provided up through and including the termination date, as well as any and all costs and expenses incurred in preparation for the performance of services, the securing of products, labor, materials related thereto, the storage of material, and utilization and transportation of machinery, equipment and products. Furthermore, upon a termination, EnviroServe shall not be responsible for any incomplete services or documentation as a result of the termination.

8. Force Majeure.

- 8.1 Force Majeure Defined. For purposes of this Agreement, “**Force Majeure**” will mean any act of God; act of public enemy; blockade; oil embargo; insurrection; strike or labor disputes; riot; disorder; civil disturbance; fire; explosion; flood; landslide; washout; labor or material shortage; boycott; embargo; act of military authorities; act of local, state or federal agencies or regulatory bodies; pandemic; epidemic; court action; arrest and restraint; and, without limitation by enumeration, any other cause or causes, to the extent not reasonably within the control and occurring without the fault or negligence of the party claiming Force Majeure; provided, however, that in no event will a lack of funds or any event caused or contributed by a lack of funds be a Force Majeure event.
- 8.2 Performance Excused. Either party will be temporarily excused from performance and not be considered to be in default with respect to any obligation hereunder if, and to the extent that, its failure of or delay in performance is directly due to a Force Majeure event; provided that such party gives prompt written notice to the other party stating the nature of the event, its potential effect, the anticipated duration thereof, the fact that such party is invoking the provisions of this Section 8.2, and any action being taken to avoid or to minimize its effect. A delay in giving such notice will not preclude the party from later delivering an appropriate notice under this Section and claiming the benefit of this Section 8.2 from the time actual notice is given. The suspension of performance due to the Force Majeure event will be of no greater scope, and no longer duration, than reasonably required, and the party experiencing the Force Majeure event will promptly use commercially reasonable efforts to remedy or reduce its inability to perform. Notwithstanding the foregoing, Client will not be relieved of its payment obligations under this Agreement during any Client-declared Force Majeure event. Client will be relieved of its payment obligations under this Agreement during any EnviroServe-declared Force Majeure event only to the extent EnviroServe is unable to provide services.
- 8.3 EnviroServe shall not be responsible for any failure or delay in performance of any obligations hereunder caused by order or requisition of the Government of the United States, or any state or territory thereof, or any government sub-division thereof, or any government or war activity or embargoes, fire, riots, epidemics, floods, accidents, strikes, restraining orders, decrees of any court, or acts of God which shall interfere with its performance hereunder.
- 8.4 Each party will, in the event it fails or is unable to perform the requirements of this Agreement by reason of any Force Majeure, promptly notify the other party.

9. Disputes.

- 9.1 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled first by discussion between Client and EnviroServe's designated representative. If a resolution cannot be reached between those persons within ten (10) business days of the identification of the controversy or claim in a written notice from one party to the other, then such controversy or claim shall be resolved pursuant to arbitration to be held in the County in which EnviroServe's services were performed, or were to be performed, in accordance with the Rules of (but not specifically by) the American Arbitration Association, and judgment upon the award tendered by the Arbitrator may be entered in any court having jurisdiction thereof.
- 9.2 In the event arbitration or litigation is initiated by or against EnviroServe by Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment or decision in arbitration favorable to EnviroServe, Client shall reimburse EnviroServe for all of its reasonable attorneys, consultants, and experts' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost of the time devoted to the defense of such litigation by EnviroServe's employees as determined by EnviroServe's normal hourly billing rates at the time such expenses are incurred.
- 9.3 In the event of a breach or violation by Client of this Agreement, or any other agreement between the parties hereto, or in the event of any dispute or controversy hereunder, in such event, Client shall pay EnviroServe Inc. for any and all reasonable attorneys' fees incurred in enforcing the terms hereof, or otherwise resolving any disputes with Client.
- 9.4 The rights and remedies reserved to EnviroServe in this Agreement shall be cumulative, and additional to all other or further remedies provided in law or equity.
- 9.5 Notwithstanding anything above, EnviroServe shall have the right to seek injunctive relief and a restraining order where it deems necessary and shall not be required to pursue such claims in arbitration as otherwise provided above.

10. Miscellaneous.

- 10.1 Governing Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the state in which EnviroServe's services are performed, and the Parties hereby agree to submit to exclusive jurisdiction and venue in the common pleas court in the county and state where the services are performed, and/or the district court having jurisdiction over the county and state where the services are performed.
- 10.2 ESG Commitment Clause. EnviroServe acknowledges the importance of Environmental, Social, and Governance (ESG) principles in conducting its business activities. Both parties agree to collaborate and support initiatives that promote sustainable practices, social responsibility, and ethical governance.
- 10.3 UST. To the extent EnviroServe's work includes or involves the handling, movement, removal of,

- drilling, accessing, cleaning, disposal, and/or transportation of containers, vessels, or tanks, including underground storage tanks (“Tanks”), and/or materials in Tanks, Client understands and acknowledges that there is a potential risk for a Tank’s contents to be released into the soil and/or groundwater due to the Tank(s) age and condition and the nature of the removal/drilling process. Releases can occur from Tank(s) which are known to exist and from Tank(s) which were not known to exist. EnviroServe will perform the services in accordance with the standard of care set forth herein; however, Client agrees to forever release, hold harmless, defend and indemnify EnviroServe against any and all claims, actions, demands, costs, liabilities, obligations, expenses (including but not limited to attorney fees and court costs) or losses arising out of or resulting from the release of the contents of any Tank(s) to the extent related to the age or condition of the Tank(s). Client understands, acknowledges and consents to EnviroServe’s use of heavy equipment which may cause damage to the Tanks, surfacing, grading and/or landscaping at the property. Even after backfilling, settling may occur in and around the area where the Tanks/excavation were formerly located and that the area may not be suitable for building purposes. EnviroServe does not accept responsibility for maintenance, repair and safety of the Site following excavation/drilling/backfilling.
- 10.4 Notices. All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the day it is deposited in the U.S. mail, postage pre-paid, certified or registered, return receipt requested, or with a reputable overnight carrier such as Federal Express or United Parcel Service, at the address of the other party. All notices to EnviroServe shall be sent to both: (a) the EnviroServe address set forth on the face of the proposal and/or quotation, and also to (b) EnviroServe at 9815 South Monroe Street, Suite 300, Sandy, Utah 84070, attn: Legal.
- 10.5 Waiver. The failure of either party at any time to require performance by the other party of any one or more of the provisions of this Agreement will not affect the right to require such performance at any time thereafter, nor will the waiver by either party of a breach of any term or provision of this Agreement be interpreted or held to be a waiver of any succeeding breach of such term or provision or as a waiver of the term or provision itself.
- 10.6 Amendment. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.
- 10.7 Severability. In the event that any provision of this Agreement is invalid or unenforceable under any applicable laws, orders, and/or regulations, this Agreement shall be considered divisible as to such provision, which shall be considered inoperative, but the remainder of this Agreement shall be valid and binding as though such provision were not included therein, and the parties shall engage in bona fide negotiations to amend this Agreement to comply with the requirements of applicable laws, orders, and/or regulations.
- 10.8 Assignment. Unless otherwise stated herein, neither this Agreement nor the rights or obligations hereunder will be assignable by either party, in whole or in part, without the other party’s written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, EnviroServe may subcontract any portion of its services.

- 10.9 Headings. The Article and Section headings contained in this Agreement are used only as a matter of convenience and are neither to be considered a part of this Agreement nor to be used in determining the intent of the Parties.
- 10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument binding upon the parties, notwithstanding the fact that all of the parties are not signatory to the original or the same counterpart. For purposes of this Agreement, signature pages executed and delivered via facsimile or other electronic transmission (including .pdf copies of signature pages) will be deemed originals.
- 10.11 Construction. The following rules of construction will govern the interpretation of this Agreement: (a) “days,” “months,” and “years” will mean calendar days, months and years unless otherwise indicated; (b) “including” does not limit the preceding word or phrase; (c) “hereof,” “herein,” and “hereunder” and words of similar meaning refer to this Agreement as a whole and not to any particular provision of this Agreement; and (d) no rule of construction interpreting this Agreement against the drafter will apply.
- 10.12 Entire Agreement. Each party acknowledges that this Agreement and the documents incorporated by reference herein constitute the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. The parties agree and acknowledge that the exhibits and attachments hereto are incorporated herein and made a part of this Agreement. Any additional or contradictory terms or conditions contained in any acknowledgment, invoice, purchase order, change or other communication, oral or written, heretofore or hereafter furnished by Client is hereby objected to by EnviroServe, and shall be of no force or effect.

**ENVIROSERVE INC**

\_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



Commercial Banking  
MAC U1228-082  
299 South Main Street, 8th Floor  
P.O. Box 45490 (mailing)  
Salt Lake City, UT 84145-0490

February 25, 2025

Re: Instructions for the remittance of payments to EnviroServe Inc

To Whom It May Concern:

Please use the following instructions when remitting payment to EnviroServe Inc.

**Via Wire Transfer:**

Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104

Routing & Transit #: 121000248  
Account number: 4160707733  
Account name: EnviroServe Inc

**Via Check:**

**US Mail**

EnviroServe Inc  
P.O. Box 200941  
Dallas, TX 75320-0941

**Overnight Mail**

Lockbox Services 200941  
EnviroServe Inc  
2975 Regent Blvd, Suite 100  
Irving, TX 75063

If there should be any questions, please call me (385) 415-8014.

Sincerely,

A handwritten signature in blue ink that reads "Stefanie Bennett".

Stefanie Bennett  
AVP/Senior Relationship Associate  
Stefanie.bennett@wellsfargo.com

Together we'll go far



**EXPENDABLE SUPPLIES & MATERIALS**

**ABSORBENTS**

	<b>Unit</b>	<b>Rate</b>
Absorbent - Boom - Oil < 8" - per 10 ft section	Each	\$105.00
Absorbent - Boom - Universal < 8" - per 10 ft section	Each	\$105.00
Absorbent - Cotton Wiping Cloths	Box	\$60.00
Absorbent - Gatorzorb	Bag	\$69.00
Absorbent - Granular Clay / Floor Dry	Bag	\$34.00
Absorbent - Instazorb	Bag	\$78.00
Absorbent - Pillow - Oil	Each	\$36.00
Absorbent - Pillow - Universal	Each	\$36.00
Absorbent - Roll - Specialty 36"	Roll	\$424.00
Absorbent - Roll - Universal 36"	Roll	\$346.00
Absorbent - Sheen Blanket 50 sq. ft.	Each	\$248.00
Absorbent - Sock - Oil	Each	\$36.00
Absorbent - Sock - Universal	Each	\$36.00
Absorbent - Square Pads - Acid	Bale	\$223.00
Absorbent - Square Pads - Oil	Bale	\$155.00
Absorbent - Square Pads - Universal	Bale	\$155.00
Absorbent - Vermiculite	Bag	\$69.00
Activated Carbon	Pound	\$24.00

**BARRIER**

	<b>Unit</b>	<b>Rate</b>
Barricade Fence - 50' to 100' w/stakes	Each	\$164.00
Barricade Tape	Roll	\$52.00
Barrier - Plug and Patch Kit	Each	\$115.00

**CLEANER**

	<b>Unit</b>	<b>Rate</b>
Bioremediation - mixed	Gallon	\$129.00
Calcium Chloride	Bag	\$56.00
Cement (80 Pound Bag)	Bag	\$35.00
Cleaner - All-Purpose (Simple Green)	Gallon	\$59.00
Cleaner - Aqueous Based Citrus Solution, Degreaser, Non-Phosphate	Gallon	\$66.00
Cleaner - Caustic, Degreaser	Gallon	\$59.00
Cleaner - Disinfectant Solution	Gallon	\$61.00
Cleaner - Scraper and Brush Kit	Kit	\$62.00
Cleaner - Color-Safe Acid	Gallon	\$105.00
Cleaner - Hydrogen Peroxide - 35%	Gallon	\$58.00

**CONTAINER**

	<b>Unit</b>	<b>Rate</b>
Container - Bio Haz Bag	Each	\$10.00
Container - Bio Haz Box	Each	\$260.00
Container - Cubic Yard Box w/Pallet	Each	\$263.00
Container - Pole Mounted Transformer Sack	Each	\$221.00
Container - Poly Pail 5 Gal Closed Top	Each	\$41.00
Container - Poly Pail 5 Gal Open Top w/ Lid	Each	\$41.00
Container - Poly Drum 15 Gal Closed Top	Each	\$202.00
Container - Poly Drum 15 Gal Open Top	Each	\$202.00
Container - Poly Drum 30 Gal Closed Top	Each	\$135.00
Container - Poly Drum 30 Gal Open Top	Each	\$135.00
Container - Poly Drum 55 Gal Closed Top	Each	\$175.00
Container - Poly Drum 55 Gal Open Top	Each	\$175.00
Container - Poly Drum 95 Gal Overpack	Each	\$607.00
Container - Poly Drum 110 Gal Overpack	Each	\$867.00
Container - Poly Tote 275 Gallon Reconditioned	Each	\$693.00

Container - Poly Tote 330 Gallon Reconditioned	Each	\$693.00
Container - Poly Tote lid	Each	\$66.00
Container - Steel Drum 15 Gal Closed Top	Each	\$101.00
Container - Steel Drum 15 Gal Open Top	Each	\$101.00
Container - Steel Drum 20 Gal Closed Top	Each	\$212.00
Container - Steel Drum 20 Gal Open Top	Each	\$212.00
Container - Steel Drum 30 Gal Closed Top	Each	\$250.00
Container - Steel Drum 30 Gal Open Top	Each	\$250.00
Container - Steel Drum 55 Gal Closed Top	Each	\$173.00
Container - Steel Drum 55 Gal Open Top	Each	\$173.00
Container - Steel Drum 85 Gal Overpack	Each	\$551.00
Container - Supersack	Each	\$231.00
Light Bulb Box - 4 ft	Each	\$15.00
Light Bulb Box - 8 ft	Each	\$20.00
Tank - Portable (< 1000 Gal)	Day	\$142.00
Tank - Portable (1000 - 2100 Gal)	Day	\$231.00
<b>MISC.</b>	<b>Unit</b>	<b>Rate</b>
Banding Materials	Each	\$10.00
Banding Tensioner & Crimper	Day	\$195.00
Desiccant Filter	Each	\$193.00
Drum Liner	Each	\$17.00
Duct Tape (Non-ER Services)	Roll	\$21.00
Flex Hose (Per 100' roll)	Roll	\$246.00
Metal Pipe	Section	\$44.00
Negative Air - 12 inch Exhaust Hose	Each	\$34.00
Negative Air - HEPA Filter	Each	\$352.00
Negative Air - Primary Filter	Each	\$36.00
Negative Air - Secondary Filter	Each	\$36.00
Neutralizer - Acid (sulfamic)	Bag	\$110.00
Neutralizer - Amphomag	Pound	\$21.00
Neutralizer - Granulated Lime	Each	\$66.00
Neutralizer - pH Indicator & Absorbent	Gallon	\$100.00
Neutralizer - Soda Ash (caustic)	Each	\$100.00
Nitrogen - per cylinder	Each	\$59.00
Pallets	Each	\$17.00
Poly Sheeting 20 x 100 or equiv. - per roll	Each	\$243.00
Pop Up Pool - Drum/Saddle Tank	Each	\$401.00
Roll Off Liner (6 mil)	Each	\$72.00
Rubber Hose	Section	\$42.00
Shrink Wrap	Roll	\$141.00
Transformer Epoxy Repair Kit	Each	\$121.00
Transformer Gauge - Pressure/Temperature	Each	\$576.00
Transformer Mineral Oil DiElectric	Gallon	\$44.00
Transformer Sample Valve	Each	\$104.00
Underflow Dam Materials	Each	\$152.00
Vacuum Truck Bag Changeout	Each	\$1,294.00
<b>RESTORATION</b>	<b>Unit</b>	<b>Rate</b>
Grass Seed	Pound	\$13.00
Limestone or Gravel	Cost Plus	Cost Plus
Silt Fencing - 100' Roll	Roll	\$151.00
Straw Bales	Each	\$23.00

Straw Matting w/Staples	Roll	\$184.00
Topsoil - Bag	Cost Plus	Cost Plus
Topsoil - Bulk Material	Cost Plus	Cost Plus

**FEES & SURCHARGES**

MISC.	Unit	Rate
EIC Fee	Percent	13%

**HEALTH & SAFETY**

HEALTH & SAFETY	Unit	Rate
Confined Space Entry Equipment- tripod, winch, harness	Each/Day	\$796.00
Trailer - Confined Space Rescue	Day	\$1,770.00
10lb A, B, C Dry Chemical Fire Extinguisher	Day	\$30.00
20lb A, B, C Dry Chemical Fire Extinguisher	Day	\$54.00
<b>PPE</b>	<b>Unit</b>	<b>Rate</b>
Additional Air Bottles	Each/Day	\$104.00
Airline Respirator w/5-minute bottle (escape pack)	Each	\$221.00
Chemtape	Each	\$69.00
CPF-III (Encapsulated)	Each	\$406.00
CPF-III (Or Equivalent)	Each	\$204.00
Dust Masks including N95	Each	\$10.00
FR Protection - Nomex	Each	\$71.00
Full-Face Respirator	Each	\$66.00
Personal Fall Protection	Each	\$63.00
Portable Decon Shower (One Step)	Each/Day	\$334.00
Portable Decon Shower (Three Step)	Each/Day	\$667.00
PPE - Level D (work uniform, hard hat, safety glasses, cotton jersey work gloves, steel toed boots)	Each	\$85.00
PPE - Boots - Latex	Pair	\$25.00
PPE - Boots - Metatarsal Leather Boots Cover	Pair	\$60.00
PPE - Boots - Metatarsal Rubber Boots Cover	Pair	\$89.00
PPE - Gloves - Latex	Pair	\$6.00
PPE - Gloves - Leather	Pair	\$25.00
PPE - Gloves - Nitrile	Pair	\$25.00
PPE - Gloves Butyl	Pair	\$25.00
PPE - Gloves - Puncture Resistant/Sharps	Pair	\$66.00
PPE - Level A Replacement (Not Including Supplied Air)	Cost Plus	Cost Plus
PPE - Level A Standby (Fully Encapsulated with SCBA)	Each	\$633.00
PPE - Tyvek Suit - QC	Each	\$68.00
PPE - Tyvek Suit - SL	Each	\$115.00
PPE - Tyvek Suit - Standard	Each	\$21.00
PPE - Tyvek Uni Hoods	Each	\$10.00
PPE - Tyvek Suit - Tychem 5000/6000	Each	\$184.00
PVC/Acid Coveralls	Each	\$122.00
Rain Suit	Each	\$66.00
Snake/Chainsaw Chaps/Gaiters	Pair	\$24.00
Face Shield (Hard Hat Mounted)	Each	\$18.00
Face Shield Replacement Lens	Each	\$11.00
Respirator Cartridges - Mercury (per pair)	Each	\$110.00
Respirator Cartridges - OV P100 (per pair)	Each	\$110.00
Respirator Cartridges - OV (per pair)	Each	\$110.00
Respirator Cartridges - P100/HEPA (per pair)	Each	\$110.00
SCBA - Cylinders	Each	\$156.00
Self Contained Breathing Apparatus (SCBA) (per day)	Each	\$398.00

Silver Shield/Bunker Gear	Each	\$359.00
Supplied Air Cascade System (per day)	Each	\$398.00
Wader	Each	\$73.00
Life Vest	Each	\$54.00

**LODGING & TRAVEL**

MISC.	Unit	Rate
Per Diem	Man/Day	\$111.00
Lodging	Man/Day	\$245.00
Travel Costs - excluding lodging	Cost Plus	Cost Plus

**MACHINERY/CONSTRUCTION EQUIPMENT**

EXCAVATOR	Unit	Rate
Excavator - Long Reach	Hour	\$350.00
Excavator - Mini with Standard Attachments (1ft & 2 ft buckets)	Hour	\$170.00
Excavator - Tracked (>30k lbs. up to 40k lbs.)	Hour	\$238.00
Excavator - Tracked (up to 30k lbs)	Hour	\$199.00

MISC.	Unit	Rate
Air Spade/Air Knife	Day	\$621.00
Dozer	Hour	\$155.00
Forklift/Sky Boom	Hour	\$92.00
Forklift - all terrain telescoping < 14k cap	Hour	\$150.00
Front End Loader (to 3.5 CY)	Hour	\$186.00
Hydraulic Compactor/Breaker (mini excavator)	Day	\$423.00
Lift - Scissor	Cost Plus	Cost Plus
Rubber Tired Backhoe	Hour	\$149.00
Skid Steer Loader with attachments (forks, buckets, broom, grapples)	Hour	\$158.00

**MARINE EQUIPMENT**

MISC.	Unit	Rate
Boat - Power Work Boat < 15ft	Day	\$311.00
Boat - Power Work Boat > 20ft	Day	\$1,116.00
Boat - Power Work Boat 15 - 20ft	Day	\$746.00
Boom - Containment per foot <4" Float	Foot/ Day	\$6.00
Boom - Containment per foot >4" Float	Foot/Day	\$7.00
Skimmer - Barrel	Day	\$1,271.00
Skimmer - Floating with Hose Coupler	Day	\$359.00
Skimmer - Manta Ray	Day	\$804.00

**PERSONNEL**

MISC.	Unit	Rate
CDL Driver - Standard	Hour	\$121.00
CDL Driver - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$181.50
CDL Driver - Sunday	Hour	\$242.00
CDL Driver - Holiday	Hour	\$363.00
Clerical - Standard	Hour	\$88.00
Clerical - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$132.00
Clerical - Sunday	Hour	\$176.00
Clerical - Holiday	Hour	\$264.00
Equipment Operator - Standard	Hour	\$121.00
Equipment Operator - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$181.50
Equipment Operator - Sunday	Hour	\$242.00
Equipment Operator - Holiday	Hour	\$363.00
Operations Coordinator - Standard	Hour	\$130.00
Operations Coordinator - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$195.00

Operations Coordinator - Sunday	Hour	\$260.00
Operations Coordinator - Holiday	Hour	\$390.00
Project Manager - Standard	Hour	\$214.00
Project Manager - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$321.00
Project Manager - Sunday	Hour	\$428.00
Project Manager - Holiday	Hour	\$642.00
Railcar Specialist - Standard	Hour	\$144.00
Railcar Specialist - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$216.00
Railcar Specialist - Sunday	Hour	\$288.00
Railcar Specialist - Holiday	Hour	\$432.00
Senior Project Manager - Standard	Hour	\$242.00
Senior Project Manager - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$363.00
Senior Project Manager - Sunday	Hour	\$484.00
Senior Project Manager - Holiday	Hour	\$726.00
Site Safety Officer - Standard	Hour	\$180.00
Site Safety Officer - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$270.00
Site Safety Officer - Sunday	Hour	\$360.00
Site Safety Officer - Holiday	Hour	\$540.00
Supervisor - Standard	Hour	\$135.00
Supervisor - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$202.50
Supervisor - Sunday	Hour	\$270.00
Supervisor - Holiday	Hour	\$405.00
Technician - Standard	Hour	\$108.00
Technician - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$162.00
Technician - Sunday	Hour	\$216.00
Technician - Holiday	Hour	\$324.00
Transportation & Disposal Coord. - Standard	Hour	\$130.00
Transportation & Disposal Coord. - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$195.00
Transportation & Disposal Coord. - Sunday	Hour	\$260.00
Transportation & Disposal Coord. - Holiday	Hour	\$390.00

**RAIL & TANKER SPECIALTIES**

MISC.	Unit	Rate
Airbag for Dunnage	Each	\$43.00
Blocking Bracing - Ty-guard Wrap	Each	\$231.00
Blocking Bracing - Wood Kit	Each	\$231.00
Blue Flag/Blue Lantern Kit	Day	\$175.00
Boiler - Mobile Unit - Includes water, tank (fuel @ cost plus)	Hour	\$539.00
Chlorine Kit, Plus Gasket Costs (Kit A)	Day	\$596.00
Chlorine Kit, Plus Gasket Costs (Kit B)	Day	\$596.00
Chlorine Kit, Plus Gasket Costs (Kit C)	Day	\$596.00
Container Seal	Each	\$16.00
Gasket (car outlet)	Cost Plus	Cost Plus
Gasket (flange)	Cost Plus	Cost Plus
Gasket (manway)	Each	\$293.00
Gasket (valve)	Cost Plus	Cost Plus
Kelso / Midland Kit	Day	\$1,162.00
Repair - Misc. Materials	Each	\$142.00
Rupture Disk - Composite	Each	\$175.00
Rupture Disk - Stainless	Each	\$120.00
Tools - Blocking/bracing	Day	\$92.00
Tools - Specialty repair	Day	\$92.00

**REPORT DOCUMENTATION**

MISC.	Unit	Rate
Additional Day Reported (All Reports)	Each	\$118.00
First Day Timeline Report and Documentation Only	Each	\$134.00
Project Report	Each	\$558.00
State/Agency Compliance Report (Additional)	Each	\$558.00

**SAMPLING & ANALYTICAL EQUIPMENT**

MISC.	Unit	Rate
Analysis	Cost Plus	Cost Plus
Analysis - Totals - VOCs (Standard x1)	Each	\$249.00
Analysis - Totals - VOCs (Rush x2)	Each	\$498.00
Analysis - TPH (DRO, GRO, ORO) (Standard x1)	Each	\$175.00
Analysis - TPH (DRO, GRO, ORO) (Rush x2)	Each	\$350.00
Analysis - PCB (Standard x1)	Each	\$223.00
Analysis - PCB (Rush x2)	Each	\$446.00
Analysis - TCLP - VOCs (Standard x1)	Each	\$588.00
Analysis - TCLP - VOCs (Rush x2)	Each	\$1,176.00
Analysis - TCLP - SVOCs (Standard x1)	Each	\$588.00
Analysis - TCLP - SVOCs (Rush x2)	Each	\$1,176.00
Analysis - TCLP - 8 RCRA Metals (Standard x1)	Each	\$255.00
Analysis - TCLP - 8 RCRA Metals (Rush x2)	Each	\$510.00
Analysis - Totals - BTEX (Standard x1)	Each	\$144.00
Analysis - Totals - BTEX (Rush x2)	Each	\$288.00
Analysis - Totals - RCRA Metals (Standard x1)	Each	\$255.00
Analysis - Totals - RCRA Metals (Rush x2)	Each	\$510.00
Analysis - Used Oil (TCLP Metals, TOX Screen, PCBs, Flash Point, pH)	Case by Case	Case by Case
Analysis - Flash point or Ignitability (Standard x1)	Each	\$144.00
Analysis - Flash point or Ignitability (Rush x2)	Each	\$288.00
Analysis - TCLP Full (Standard x1)	Each	\$2,279.00
Analysis - TCLP Full (Rush x2)	Each	\$4,558.00
Analysis - PAH/PNA (Standard x1)	Each	\$483.00
Analysis - PAH/PNA (Rush x2)	Each	\$966.00
Analysis - Sample Prep fee (Standard x1)	Each	\$94.00
Analysis - Sample Prep fee (Rush x2)	Each	\$188.00
Analysis - Waste Characterization (TCLP Metals, TCLP SVOCs, TCLP VOCs, CRI, PCBs)	Case by Case	Case by Case
Bacon/Bomb Sampler	Day	\$38.00
Benthos Dredge Sampler	Day	\$639.00
Coliwasa	Each	\$17.00
Detector - Gas Tec (H2S)	Day	\$118.00
Detector - Gas Tec (Hg)	Day	\$118.00
Detector - Gas Tec (I)	Day	\$118.00
Detector - Gas Tec (NH3)	Day	\$118.00
Dissolved O2	Day	\$112.00
Dosimeter	Day	\$38.00
Draeger Sampler (Tubes Sold Separately)	Day	\$38.00
Gas Tec Detector Tubes	Each	\$50.00
Grundfos Well Sampling Pump	Day	\$639.00
Hand Penetrometer	Day	\$38.00
Interface Probe	Day	\$224.00
Meter - Earth Ground Resistance Megger	Day	\$292.00
Meter - Lumex Mercury	Day	\$1,163.00

Meter (IR Temperature)	Each	\$73.00
Meter (Particulate)	Each	\$73.00
Meter (pH - per sample)	Each	\$73.00
Meter (Salinity)	Each	\$73.00
Meter (Temp. Probe)	Each	\$73.00
Monitor - Multi Rae Gas	Day	\$306.00
Monitor - PID	Day	\$306.00
Monitor - RAD	Day	\$306.00
Oil/Water Indicator & Water Level Indicator	Day	\$73.00
pH paper	Each	\$37.00
Sample Bailer	Each	\$17.00
Sampling Auger / Sediment Sampler	Day	\$118.00
Sampling Kit	Each	\$38.00
Sample Shipping	Cost Plus	Cost Plus
Survey Level and Equipment	Day	\$66.00
Trimble Geo XH GPS	Day	\$102.00
VOC Terracore Samplers (SW 846-5035)	Each	\$22.00
Well Data/Level Logger	Day	\$135.00
Haz Kat Kit	Day	\$297.00
Haz Kat Kit Test	Day	\$60.00
<b>PUMP</b>	<b>Unit</b>	<b>Rate</b>
Bladder Pump	Day	\$168.00
GeoTech Peristaltic Pump	Day	\$62.00
High Flow Sampling Pumps	Day	\$75.00
Peristaltic Sump Pump	Day	\$62.00
Air Sampling Pumps	Day	\$52.00

**SERVICES**

<b>DISPOSAL</b>	<b>Unit</b>	<b>Rate</b>
Hazardous Waste Disposal	Case by Case	Case by Case
Non Haz Waste Disposal/Recycling - Bulk Liquids (\$450 min/load)	Gallon	\$2.00
Non Haz Waste Disposal/Recycling - Bulk Solids (3 ton minimum)	Ton	\$85.00
Non Haz Waste Disposal/Recycling - Empty Drum (Pail or Drum)	Each	\$76.00
Non Haz Waste Disposal/Recycling - Liquids (Pail or Drum)	Each	\$178.00
Non Haz Waste Disposal/Recycling - Solids (Pail or Drum)	Each	\$263.00
Overpack Handling Fee	Case by Case	Case by Case
Non Haz Waste Storage Fee	Day	\$26.00

**LOCAL TRANSPO & WASTE PROFILE**

Local Transportation - Drummed Waste (Max 10 drums per load)	Case by Case	Case by Case
Waste Profile/Doc Fee for Disposal/Recycling	Each	\$221.00
E-Manifest Fee	Each	\$39.00

**TOOLS & EQUIPMENT**

<b>BLASTERS</b>	<b>Unit</b>	<b>Rate</b>
10K 1/2" hose (Replacement)	Cost Plus	Cost Plus
10K 1/8" hose (Replacement)	Cost Plus	Cost Plus
10K 2-D Automated Head Cleaner	Hour	\$45.00
10K 3/8" hose (Replacement)	Cost Plus	Cost Plus
10K 3-D Automated Head Cleaner	Hour	\$72.00
10K Chain Down Gun	Hour	\$40.00
10K High Pressure Manifold	Hour	\$26.00
10K Spin Heads (waterblast guns & lances)	Hour	\$10.00
10K Water Blaster (225 HP)	Hour	\$153.00



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10K Water Blaster (300-365 HP)	Hour	\$166.00
10K Zero Thrust Underwater Waterblast Gun	Hour	\$45.00
20K Abrasive Blaster - with cutter assembly	Hour	\$337.00
20K Water Blaster (225 HP)	Hour	\$228.00
20K Water Blaster (300-365 HP)	Hour	\$204.00
20K Water Blaster (455 HP)	Hour	\$312.00
Blaster - Robot	Hour	\$204.00
Dry Ice Blaster	Day	\$820.00
Multi-Media Abrasive Blaster System	Hour	\$212.00
Water Blaster/Pressure Washer Winterizer Kit	Kit	\$37.00
<b>CAMERA</b>	<b>Unit</b>	<b>Rate</b>
Black & White - Push/Pull Camera	Hour	\$126.00
Camera (Color, Steerable, Robotic, Pan & Tilt)	Hour	\$228.00
Video Inspection Recording	Hour	\$42.00
<b>COMPRESSOR</b>	<b>Unit</b>	<b>Rate</b>
Air Compressor 150-200 CFM (Up to 100 ft. of hose)	Day	\$471.00
Air Compressor 2-15 HP (Up to 50 ft. hose)	Day	\$219.00
<b>CONCRETE</b>	<b>Unit</b>	<b>Rate</b>
Chipper/Needle Scaler	Day	\$160.00
HEPA Grinder 9"	Day	\$283.00
Jack Hammer	Day	\$195.00
Scabblor/Scarifer/Shot Blaster	Day	\$516.00
<b>ELECTRICAL</b>	<b>Unit</b>	<b>Rate</b>
Infrared Detector	Day	\$125.00
Megger, Ductor, TTR	Day	\$274.00
Retro-fill Filtration System	Day	\$345.00
Tic Tracer/Salisbury	Day	\$54.00
Transformer Dehydrator	Day	\$611.00
Transformer Vacuum Pump	Day	\$146.00
Electric Core Drill	Day	\$231.00
<b>FILTER</b>	<b>Unit</b>	<b>Rate</b>
Carbon Filtration - 2 Stage System	Each	\$890.00
<b>GENERATOR</b>	<b>Unit</b>	<b>Rate</b>
Generator 12-60KW	Day	\$890.00
Generator up to 11 KW	Day	\$168.00
<b>HEATER</b>	<b>Unit</b>	<b>Rate</b>
Heater - Indirect Diesel Fueled	Day	\$617.00
Heater - Portable Torpedo	Day	\$303.00
<b>MISC.</b>	<b>Unit</b>	<b>Rate</b>
Hoses - Emergency Response Kit	Cost Plus	Cost Plus
Rental Equipment	Cost Plus	Cost Plus
Scaffolding	Cost Plus	Cost Plus
2 Way Radio	Day	\$72.00
Satellite Internet	Day	\$100.00
Light Towers	Case by Case	Case by Case
<b>TOOLS</b>	<b>Unit</b>	<b>Rate</b>
10K Mower	Hour	\$45.00
20K Mower	Hour	\$66.00
Additional Equipment	Cost Plus	Cost Plus
Additional Materials & Suppliers	Cost Plus	Cost Plus
Air Mover - Negative Air Equipment	Day	\$318.00

Air Mover (Coppus Blower)	Day	\$191.00
Air Mover (Industrial Fan)	Day	\$181.00
Air Mover (Portable Blower)	Day	\$181.00
Automated Tube Cleaner - 2 Lance	Hour	\$122.00
Automated Tube Cleaner - 3 Lance	Hour	\$133.00
Barrier - Sewer Grating Cover	Day	\$135.00
Drum - Drum Dolly/Cart	Day	\$147.00
Drum - Portable Drum Grabber	Day	\$147.00
Extenda Jet/Easement Machine	Hour	\$63.00
Floor Scrubber 15" - 18"	Day	\$146.00
Fogging Applicator - Each	Day	\$468.00
Gasket Cutter	Day	\$70.00
Grounding and Bonding Kit	Day	\$146.00
Hand Tool Non Sparking	Day	\$160.00
Hydro X Spray Head Attachment	Hour	\$34.00
Light - Intrinsically Safe Drop	Day	\$218.00
Mercury - Clean up Kit	Day	\$345.00
Mobile Nitrogen Generation System	Day	\$4,190.00
Nitrogen Splitter	Hour	\$58.00
Pallet Truck - Hydraulic	Day	\$290.00
Pipe Plug - inflatable or pass thru	Day	\$242.00
Pressure Washer - Cold	Day	\$267.00
Pressure Washer - Hot/Cold	Day	\$431.00
Root Cutter Attachment	Hour	\$58.00
Berm - Secondary Containment per Single Tanker, Roll-off, Frac	Day	\$110.00
Sod Cutter	Day	\$203.00
Spin Tips	Each	\$12.00
Steel Nibbler	Day	\$479.00
Sweeper - Walk Behind Power Broom	Day	\$219.00
Tools - Air Operated Metal Punch	Day	\$164.00
Tools - chain saw	Day	\$165.00
Tools - chop saw	Day	\$165.00
Tools - Cutting Torch	Day	\$218.00
Tools - impact wrench	Day	\$165.00
Tools - metal detector	Day	\$165.00
Tools - Pneumatic Cutting Equipment Set	Day	\$768.00
Tools - Rivet Buster	Day	\$279.00
Tools - Tanker Cold Cutting Kit	Day	\$158.00
Tools - Welder	Day	\$218.00
<b>VACUUM EQUIPMENT</b>	<b>Unit</b>	<b>Rate</b>
Vacuum - drumhead with 10 ft of hose	Day	\$132.00
Vacuum - HEPA 10 hp w/ closed loop (filters additional)	Day	\$701.00
Vacuum - HEPA Portable Dry	Day	\$174.00
Vacuum - HEPA Portable Mercury (filters additional)	Day	\$611.00
Vacuum - regular portable dry/ wet with 10 ft of hose	Day	\$115.00
<b>TRANSFER EQUIPMENT</b>		
<b>MISC.</b>	<b>Unit</b>	<b>Rate</b>
Betts Unloading valve	Day	\$801.00
Chain Kit - Certified	Day	\$372.00
Conveyor	Hour	\$95.00
Flare - 2" and less with up to 100' hose	Each	\$1,369.00



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Grain Auger	Hour	\$72.00
Hydraulic Power Pack	Day	\$983.00
Leak Detection Solution	Gallon	\$112.00
Nitrogen Purge System	Day	\$309.00
Railcar Vibrator/Shaker	Day	\$169.00
Sparger - 2" & less	Day	\$238.00
Tank Cleaning Tool - Butterworth	Day	\$722.00
Tank Cleaning Tool - Spinner	Day	\$722.00
Transfer Equipment - Saddle Tanks	Day	\$344.00
Transfer Fittings/Valves - per transfer	Day	\$616.00
Vapor Recovery - Trailer Mounted	Day	\$4,511.00
<b>PUMPS &amp; HOSES</b>	<b>Unit</b>	<b>Rate</b>
Hose - Pump Acid (20 ft) - 2"	Section	\$47.00
Hose - Pump Acid (20 ft) - 3"	Section	\$47.00
Hose - Pump Acid (20 ft) - 4"	Section	\$47.00
Hose - Pump Acid (20 ft) - 6"	Section	\$47.00
Hose - Pump General Duty (20 ft) - 2"	Section	\$47.00
Hose - Pump General Duty (20 ft) - 3"	Section	\$47.00
Hose - Pump General Duty (20 ft) - 4"	Section	\$47.00
Hose - Pump General Duty (20 ft) - 6"	Section	\$47.00
Hose - Pump PCB (20 ft) - 2"	Section	\$47.00
Hose - Pump PCB (20 ft) - 3"	Section	\$47.00
Hose - Pump PCB (20 ft) - 4"	Section	\$47.00
Hose - Pump PCB (20 ft) - 6"	Section	\$47.00
Hose - Pump Vacuum Truck (20 ft) - 2"	Section	\$47.00
Hose - Pump Vacuum Truck (20 ft) - 3"	Section	\$47.00
Hose - Pump Vacuum Truck (20 ft) - 4"	Section	\$47.00
Hose - Pump Vacuum Truck (20 ft) - 6"	Section	\$47.00
Hose Cleaning up to 100 ft	Each	\$723.00
Pump - Compressor	Day	\$2,312.00
Pump - Flammable Liquid	Day	\$1,105.00
Pump - General Duty	Day	\$435.00
Pump - Specialty	Day	\$723.00
Pump Cleaning & Rebuild	Each	\$336.00
Pump - Disposable Hand Pump	Each	\$23.00
<b>TRUCKS, TRAILERS, &amp; CONTAINERS</b>		
<b>CONTAINER</b>	<b>Unit</b>	<b>Rate</b>
Container - Frac Tank (10,000 Gallon)	Day	\$69.00
Container - Frac Tank (21,000 Gallon)	Day	\$135.00
Container - Roll Off (Open Top 10 cubic yard)	Day	\$42.00
Container - Roll Off (Open Top 20-25 cubic yard)	Day	\$42.00
Container - Roll Off (Open Top 30 cubic yard)	Day	\$42.00
Container - Roll Off (Open Top 40 cubic yard)	Day	\$54.00
Container - Sludge Box (20-30 Cubic Yard)	Day	\$69.00
Container - Vac Box (18-25 Cubic Yard)	Day	\$102.00
Container - Storage/Conex Box	Each/Day	\$81.00
Container - 3 YD Tipper Hopper	Day	\$72.00
<b>MISC.</b>	<b>Unit</b>	<b>Rate</b>
Certified Decon of Vac Truck	Cost Plus	Cost Plus
Rolloff/Vacuum Box Washout	Each	\$428.00
Tanker Washout	Each	\$428.00

	Unit	Rate
<b>TRAILER</b>		
Tanker Storage Fee (5,000 gal)	Day	\$327.00
Trailer - 5000 gal. Stainless Steel Vacuum Tanker	Hour	\$112.00
Trailer - 5000 gal. Carbon Steel Vacuum Tanker	Hour	\$112.00
Trailer - 5000 gal. Aluminum Vacuum Tanker	Hour	\$112.00
Trailer - 5000 Gallon DOT Coded Fiberglass Vacuum Tanker	Hour	\$112.00
Trailer - 5000 Gallon Bulk Tanker	Hour	\$112.00
Trailer - 5500 Gallon Non-Spec Stainless Steel Vacuum Tanker	Hour	\$112.00
Trailer - Air Stripper/Scrubber Trailer	Hour	\$946.00
Trailer - Emergency Response Trailer	Day	\$867.00
Trailer - Incident Command/Mobile Office Trailer Trailer	Day	\$1,750.00
Trailer - End Dump Trailer (<10 yd)	Day	\$320.00
Trailer - End Dump Trailer (>10 yd)	Hour	\$101.00
Trailer - Equipment/Utility Trailer	Day	\$305.00
Trailer - Glycol Heater Trailer (with 3000' hose)	Day	\$1,574.00
Trailer - Grain Vac Trailer	Hour	\$172.00
Trailer - Hurricane Trailer	Hour	\$172.00
Trailer - Hydro Excavator Trailer	Hour	\$172.00
Trailer - Jet Machine Trailer	Hour	\$106.00
Trailer - Light Tower Trailer (includes generator)	Day	\$465.00
Trailer - Lowboy Flatbed Trailer	Hour	\$110.00
Trailer - Marine Response Trailer	Day	\$595.00
Trailer - Pressure Washer Trailer (hot/cold - incl. tank & hoses)	Day	\$828.00
Trailer - Rolloff Unit - Double Rail	Hour	\$106.00
Trailer - Rolloff Unit - Single Rail	Hour	\$80.00
Trailer - Transfer Trailer	Day	\$1,233.00
Trailer - Van Trailer (48' or 53')	Hour	\$101.00
Trailer - Walking Floor (53')	Hour	\$206.00
<b>TRUCK</b>		
Personnel Car	Day	\$183.00
Personnel Van	Day	\$183.00
Annihilator	Hour	\$482.00
Recovery Truck	Hour	\$280.00
UTV	Day	\$493.00
Truck - Air Mover	Hour	\$190.00
Truck - 10K 600 hp Mounted Water Blaster	Hour	\$223.00
Truck - 110 Barrel Carbon Steel Pump Truck	Hour	\$181.00
Truck - 20K 600 hp Mounted Water Blaster	Hour	\$281.00
Truck - 2600-3000 Gallon Straight Vac Truck	Hour	\$181.00
Truck - 3400 Gallon Stainless Steel Turbo Vac	Hour	\$190.00
Truck - Box Truck	Hour	\$139.00
Truck - Box Truck Emergency Response	Day	\$1,304.00
Truck - Dump (tandem)	Hour	\$122.00
Truck - Dump (triaxle)	Hour	\$122.00
Truck - Hydro Vacuum	Hour	\$317.00
Truck - One Ton ER truck	Day	\$682.00
Truck - Rail Repair & Specialty Services	Day	\$946.00
Truck - Roll Off - Straight	Hour	\$122.00
Truck - Semi Tractor	Hour	\$128.00
Truck - Service (Utility Bed) Truck 4x4 3/4 Ton	Day	\$504.00
Truck - Srv. Truck 4x4 1/2 or 3/4 Ton - Std. Cab	Day	\$404.00

Truck - Stake Bed	Day	\$711.00
Truck - Vacuum - non DOT Code	Hour	\$163.00
Truck - Winch Truck	Hour	\$122.00

- 1 - All rates are portal to portal. Daily cost items are charged at 1.25 times the standard daily rate, applicable after twelve hours.
- 2 - Daily Rate Items will be billed at a minimum of a half day per day and hourly rates will be billed at a minimum of four hours. In the event of project delays (cancellation, weather, stand-down or other delays outside the control of EnviroServe), the client will be charged the Half Day Rate for daily billed items and a minimum four hours for hourly billed items and labor.
- 3 - The prices listed apply with exception to regional variances and subject to change with 30 days notice.
- 4 - Fuel & Maintenance Surcharge Schedule

The fuel surcharge will continue to be assessed on a sliding scale in accordance to the Weekly DOE Index. The fuel surcharge will raise 1% for every ten (10) cents per gallon increment. The following scale will be used to calculate the fuel surcharge on a weekly basis and is assessed on the total unit cost of equipment with operator.

Fuel Cost/Gallon Surcharge:

\$2.00-\$2.10	14%	\$2.51-\$2.60	19%	\$3.01-\$3.10	24%	\$3.51-\$3.60	29%	\$4.01-\$4.10	34%	\$4.51-\$4.60	39%
\$2.11-\$2.20	15%	\$2.61-\$2.70	20%	\$3.11-\$3.20	25%	\$3.61-\$3.70	30%	\$4.11-\$4.20	35%	\$4.61-\$4.70	40%
\$2.21-\$2.30	16%	\$2.71-\$2.80	21%	\$3.21-\$3.30	26%	\$3.71-\$3.80	31%	\$4.21-\$4.30	36%	\$4.71-\$4.80	41%
\$2.31-\$2.40	17%	\$2.81-\$2.90	22%	\$3.31-\$3.40	27%	\$3.81-\$3.90	32%	\$4.31-\$4.40	37%	\$4.81-\$4.90	42%
\$2.41-\$2.50	18%	\$2.91-\$3.00	23%	\$3.41-\$3.50	28%	\$3.91-\$4.00	33%	\$4.41-\$4.50	38%	\$4.91-\$5.00	43%

If fuel prices escalate greater than the scale above, the fuel surcharge will continue to be increased 1% for every ten (10) cents a gallon increment.

- 5 - Replacement of damaged/contaminated equipment, or the rebuild and equipment decontamination costs, including replacement gaskets, will be invoiced at cost plus and labor.
- 6 - EnviroServe reserves the right to use third party suppliers. Personnel, equipment and supplies provided by third party suppliers may be billed at the line item rates listed on this Rate Schedule, or based on regional price variances.
- 7 - Items marked as cost plus, or not identified on this rate schedule, or regional variance items will be provided at a 25% markup. Case by case items are priced by EnviroServe.
- 8 - All standalone equipment rates are exclusive of labor.

- 9 - All waste generated during the course of a project shall remain the sole property of the Client. EnviroServe is authorized to transport such waste on behalf of the Client. Disposal of the waste by EnviroServe may only be conducted upon receiving explicit authorization from the Client, which must be evidenced by the execution of a waste profile and the completion of all required shipping documentation.
- 10 - Non Haz Waste Storage fee assessed 10 calendar days after waste profile has been sent to generator for signature.
- 11 - Holidays are billed at Holiday Rates and include New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving and day after, Christmas Eve and Christmas Day, and/or any EnviroServe designated holidays.

12 - EnviroServe may, at any time per written notice, make changes to the terms and conditions of this Agreement with respect to the scope and performance hereunder of the services. If such change causes an increase in the price, fees, or time period for the performance of the services, this Agreement shall be modified accordingly. If the parties fail to agree on such modifications within five (5) days of request by EnviroServe, EnviroServe shall have the right to terminate this Agreement with no further liability or obligations hereunder. EnviroServe shall not be bound by any change orders unless signed by a duly authorized representative of EnviroServe.

13 - Invoices for amounts owed to Enviroserve will be payable by Customer within 30 days from invoice date. Enviroserve may immediately cease providing services if any invoice has not been paid in full. Any balance not paid when due shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum both before and after judgment.

14 - If it is necessary to commence legal action to collect any unpaid balance, Customer agrees to pay all costs of collections, including court costs and reasonable attorney fees.

15 - A minimum fee of \$5,000.00 will be charged to any new Customer. The fee will be paid at the time of ordering services and any charges estimated to exceed the minimum fee must be paid before EnviroServe will begin to provide services. Credit card payments must be accepted and approved in advance and may incur a processing fee of 3%.

16 - EIC Fee is assessed on all invoiced line items.

**17 - All rates are subject to change due to fluctuations in wages, equipment, materials, etc.**