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November 6, 2015

Mr. Wendell Wojner  
Project Manager  
Wisconsin Department of Natural Resources  
3911 Fish Hatchery Road  
Fitchburg, WI 53711

Subject: Proposal for Monitoring Well Status Check and Groundwater Sampling at  
Fish Hatchery Road  
TRC Proposal No. 246224.9990

Dear Mr. Wojner:

This letter presents TRC Environmental Corporation's (TRC's) proposal to assist the Wisconsin Department of Natural Resources (WDNR) with monitoring well status check and groundwater sampling at Fish Hatchery Road (the site). This proposal was developed in response to our meeting on October 28, 2015, and your Request for Proposal (RFP) dated October 22, 2015.

TRC brings exceptional value to this project for the following reasons:

- We are a local leader in the proposed inspection and sampling work. Our proposal utilizes only TRC staff based in our Madison office, where we have over 60 environmental professionals. A Madison-based analytical laboratory was selected, and is the only proposed subcontractor.
- TRC has experts in groundwater sampling, interpretation, and remedial system design. TRC completed the 2001 Work Plan, 2001-2008 Site Investigation Report and Remedial Option Analysis, and 2006-2009 Enhanced Bioremediation Pilot Test Report for this site. TRC can submit descriptions of other representative projects and/or detailed personnel resumes, if requested by the WDNR.

We are pleased to offer this assistance to WDNR. Please contact Nate at 608-826-3633 if you would like to discuss any aspect of our proposal.

Sincerely,

TRC

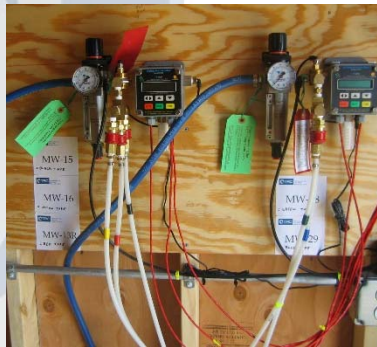
Nathan Braun, PE  
Project Manager

Katherine Vater, PE  
Proposal Manager

Attachments: Proposal

# Proposal for Groundwater Monitoring Well Network Inspection and Sampling

November 6, 2015



Prepared by:  
TRC  
708 Heartland Trail, Suite 3000  
Madison, WI 53717

Prepared for:  
Wisconsin Department of  
Natural Resources  
3911 Fish Hatchery Road  
Fitchburg, WI 53711



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<b>Attachment A</b>	<b>Detailed Cost Estimate</b>
<b>Attachment B</b>	<b>Standard Terms and Conditions</b>

## 1.0 Introduction

TRC is very pleased to present this proposal to the Wisconsin Department of Natural Resources (WDNR) in response to the Specifications/Scope of Work for the Fish Hatchery Road Chlorinated Solvents Contamination Site, dated October 22, 2015. TRC understands that WDNR is requesting an experienced, local consultant to assist with this groundwater well network inspection and sampling event. This proposal includes a brief summary of our experience and project team, the scope of services, and the budget. Attachments include the Detailed Project Budget (Attachment A; a summarized budget is included in Section 3.0) and, for your reference, TRC's Standard Terms and Conditions (Attachment B).

**Our Mission**  
*We understand our clients' goals and embrace them as our own, applying creativity, experience, integrity, and dedication to deliver superior solutions to the world's energy, environment, and infrastructure challenges.*

### 1.1 WDNR Groundwater Monitoring Well Network Inspection and Sampling

WDNR has previously conducted groundwater monitoring and a pilot test at this site. This work is focused on the following:

- Locating and inspection of the existing groundwater monitoring well network;
- One round of groundwater sample collection; and,
- A summary report.

### 1.2 TRC Project Team

This project will be managed by Mr. Nathan Braun, and the field activities will be conducted by Mr. Wes Braga. Additional information is provided below on each of the team members and their relevant experience, followed by an organization chart with additional supporting team members.

#### **Nathan Braun, PE – Project Manager and Senior Engineer**

B.S., Environmental Engineering, University of Wisconsin-Platteville

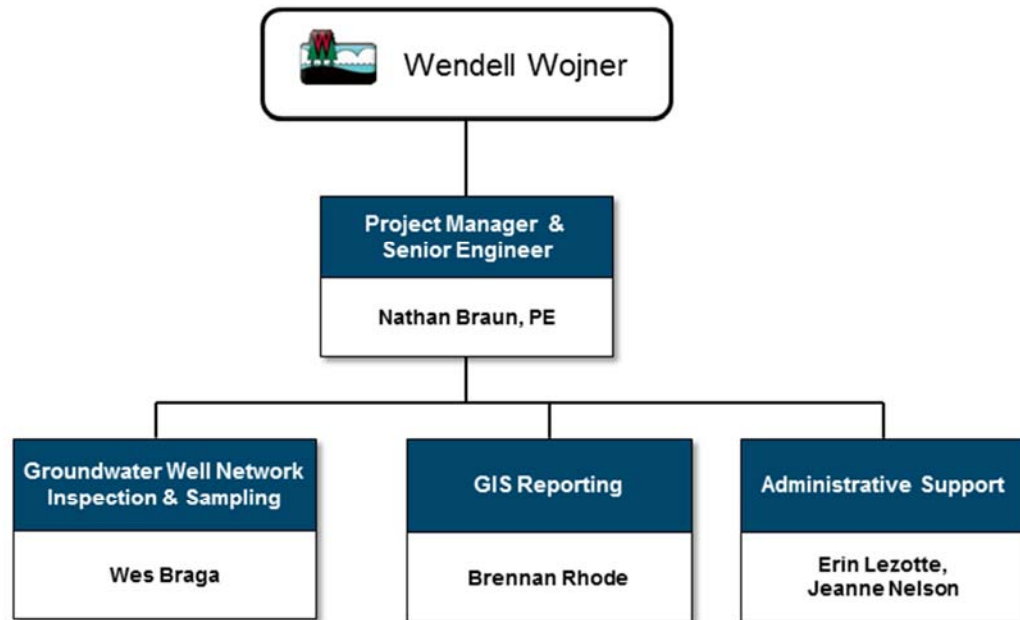
Mr. Braun will manage project activities for WDNR and will provide management and reporting oversight and quality control for the project. Nate will be WDNR's primary point of contact and will provide regular updates regarding schedule and results of the field work. Nate manages, and has worked on, numerous groundwater monitoring well sampling and maintenance projects throughout Wisconsin. He also has experience with soil and groundwater remediation projects, including sites with chlorinated solvents. He frequently prepares reports on projects with similar scopes.

**Wesley Braga – Groundwater Sampling Lead**

B.S., Geoscience, University of Wisconsin-Madison

Mr. Braga will be responsible for the field activities, including the groundwater monitoring well network inspection and groundwater sampling. He conducts quarterly, semiannual, or annual sampling for 10 sites, six of which have 15 or more sampling locations. As a geologist on soil and groundwater remediation projects, Wes has assisted with the planning, coordination, implementation, and reporting of hydrogeologic investigations, including logging of soil borings, sampling groundwater, and providing observation and documentation of investigation activities. For multiple projects, Wes is also responsible for the compilation, interpretation, and reporting of subsurface data, including chemical, biologic, and geologic information.

**Project Team Organization Chart**



**Notes:**  
All project staff are based in the Madison office.

**1.3 Safety**

TRC subscribes to Occupational Safety and Health Administration (OSHA) - and United States Environmental Protection Agency (US EPA)-mandated health and safety standards. Because of the wide range of potential exposures for our employees, TRC must make conservative judgments as to potential health risks. The services outlined in this proposal are offered on the basis of providing Level D health and safety protection (coveralls, safety shoes, hard hats, and eye protection only). If additional protection is required for TRC

employees to perform these services, then TRC will advise WDNR of the needed protection and compensation adjustments, if any, before proceeding with the work.

## 1.4 Quality Management Program

TRC strives for excellence in the services we provide and the results we produce for all of our clients. We are committed to meeting client expectations, complying with legal requirements, and delivering superior solutions. Mr. Braun will serve as the project quality coordinator for WDNR.

## 2.0 Scope of Services

TRC will perform the following Scope of Services.

### 2.1 Detailed Scope of Services

#### 2.1.1 Pre-Mobilization Activities

Prior to mobilizing, TRC will complete the following:

- Prepare a Site Safety Plan;
- Prepare a Quality Assurance Plan;
- Notify the parties with whom WDNR maintains access agreements, via phone, of the schedule for the planned work.

#### 2.1.2 Well Location, Inspection, and Measurement

TRC will mobilize to the site and determine location and status of the project's 24 active monitoring wells/piezometers. The monitoring well/piezometer network will be identified and inspected to determine if the wells are lost, destroyed, or in working condition such that a sample can be obtained from the unit. TRC will measure groundwater elevations and depth to bottom of well at the 24 active wells, provided all active wells can be located and are in usable condition. Well descriptions, deficiencies, and obstructions will be recorded and included in the Site Report. Minor repairs will be made to wells if necessary. Two days in the field have been budgeted for this effort.

#### 2.1.3 Groundwater Sample Collection and Analysis

Following well location, inspection, and measurement, TRC will conduct a conference call with the WDNR to discuss well network status and confirm the groundwater sampling locations. Groundwater samples will be collected from the ten desired wells/piezometers using low-flow groundwater sampling techniques during a one day field mobilization. Field parameters will be sampled and stabilized prior to sample collection, and groundwater elevations will be measured during sampling. One duplicate and one field blank sample will also be collected.

All groundwater samples will be analyzed for Volatile Organic Compounds (VOCs) at Environmental Chemistry Consulting Services (ECCS), Madison, Wisconsin. ECCS will analyze results using US EPA SW-846 Method 8260 and provide results within ten business days.

The low-flow sampling technique TRC is proposing is used on many sites throughout Wisconsin and is an accepted practice for groundwater sampling. TRC's Groundwater Sampling Standard Operating Procedure for low-flow sampling refers to and is based on the following references:

- Interstate Technology Regulatory Council (ITRC). March 2006. *Technology Overview of Passive Sampler Technologies*.
- US EPA. November 1992. *RCRA Ground-Water Monitoring: Draft Technical Guidance*. EPA/530-R-93-001. USEPA Office of Solid Waste.
- US EPA. April 1996. *Low-Flow (Minimal Drawdown) Ground-Water Sampling Procedures*. EPA Ground Water Issue. EPA/540-S-95-504. USEPA Office of Solid Waste and Emergency Response.
- US EPA. May 2002. *Ground-Water Sampling Guidelines for Superfund and RCRA Project Managers*. EPA/542-S-02-001. USEPA Office of Solid Waste and Emergency Response.
- US EPA. September 2004. *Field Sampling Guidance Document #1220: Groundwater Well Sampling*. USEPA Region 9 Laboratory, Richmond, California.
- US EPA. January 19, 2010. *Low Stress (Low Flow) Purging and Sampling Procedure for the Collection of Groundwater Samples from Monitoring Wells*. USEPA Region 1, Revision 3. EQASOP-GW001.
- US EPA. April 22, 2014. *Passive (No Purge) Samples*. [https://clu-in.org/characterization/technologies/default.focus/sec/Passive\\_%28no%20purge%29\\_Samplers/cat/Oview/](https://clu-in.org/characterization/technologies/default.focus/sec/Passive_%28no%20purge%29_Samplers/cat/Oview/) Accessed on-line, November 3, 2015.

#### 2.1.4 Report Preparation

TRC will prepare a letter report for the WDNR following inspection and sampling work. The letter report will include summary tables regarding well status, water level elevations and analytical results, and project conclusions and well network recommendations describing any identified needs for well repair or abandonment.

## 2.2 Summary of Deliverables

TRC will provide the WDNR with the following deliverables:

- One Quality Assurance Plan in accordance with s. NR 716.09(2)(f)5 and s. NR 716.13, Wis. Adm. Code, will be submitted to the WDNR within 7 days of the beginning day of the contract.
- One Site Work Plan will be completed in accordance with the applicable requirements of s. NR 716, Wis. Adm. Code and will be submitted to the WDNR.
- One Site Safety Plan will be developed and submitted to the WDNR.
- One electronic copy of analytical data will be submitted to the WDNR within 10 days of receipt.

- One letter report including summary tables of well status, water level elevations and analytical results, and project conclusions and well network recommendations.

### 2.3 Schedule

TRC can begin work on the project immediately after receiving your signed Work Authorization. Project initiation could begin immediately in November 2015, but is contingent upon inclement weather. If there is a significant snow fall before the location and sampling of the wells, the work will be postponed until more favorable conditions, extending to spring 2016.

### 3.0 Budget

The following table presents TRC’s proposed budget for this project. The total Project Budget, as described in the RFP, is \$7,077.38. As requested, a detailed breakdown of the budget and the signed Task and Price Quote Spreadsheet November 2015 Consultant are included in Attachment A.

**Budget Spreadsheet - November 2015**

Task Number	Task Description	Estimated Quantity	Unit	Unit Cost	Total Task Cost
1	Mobilization/ Demobilization	1	Site	\$513.00	\$513.00
2	Well Location	24	Well	\$28.33	\$680.00
3	Well Inspection	24	Well	\$14.17	\$340.00
4	Groundwater Elevations	24	Well	\$23.33	\$560.00
5	Groundwater Sample Collection	12	Well	\$246.56	\$2,957.88
6	Laboratory Costs	12	Sample	\$55.00	\$660.00
7	Report	1	Report	\$1,037.50	\$1,037.50
8	Access	4	Site	\$21.25	\$85.00
9	QAQC Plan	1	Site	\$85.00	\$85.00
10	HASP	1	Site	\$159.00	\$159.00
<b>Total Project Cost:</b>					<b>\$7,077.38</b>

Should WDNR request TRC to make changes in the services or to perform additional services, TRC will prepare a Change Order for WDNR’s acceptance prior to execution of the work.



### 3.1 Assumptions

TRC developed a budget for this project based on the following assumptions:

- Access agreement contact information provided by the WDNR is current and agreements are still valid.
- TRC will attempt to locate and inspect the 24 active wells on site. Location and inspection of the ten inactive wells are not included in this proposal.
- TRC has allocated 2 days for monitoring well location, inspection, and measurement. Any wells not found within this timeframe will be considered lost and measurements will not be obtained.
- TRC assumes that the padlocks are from previous RMT work and will not require cutting or replacement. If not RMT locks, WDNR will provide keys and/or TRC is prepared to cut the lock(s).
- TRC has allocated \$100 worth of supplies to perform minor monitoring well repairs. If the WDNR desires more minor repairs, TRC will prepare a Change Order for WDNR's acceptance prior to execution of the work.
- Based on the October 28<sup>th</sup> meeting, TRC has included a conference call with the WDNR in the budget to discuss status of well locations and determine the groundwater sampling locations.
- The condition of the monitoring wells are unknown. Redevelopment of monitoring wells prior to sampling is not included.
- Groundwater well purging is not included in this proposal because low-flow groundwater sampling is proposed and does not require standard purging.
- TRC assumes that minimal purge water from low-flow sampling will require containerization, transportation, and disposal. We assume that analytical data will be acceptable for treatment and disposal through the Madison Metropolitan Sewerage District. One 55-gallon drum for containerization is included. TRC will apply for an MMSD disposal permit and transport the drum to Nine Springs Wastewater Treatment Plant for treatment and disposal.
- TRC will provide updated sample locations maps based on well location and inspection. The report will not include updated site cross sections, groundwater elevation maps, isoconcentration maps, etc.

### 3.2 Basis for Payment

TRC will submit invoices in accordance with the billing rates that are in effect when the work is performed.

### 3.3 Terms of Contract

TRC proposes to perform the scope of services under the terms of a negotiated professional services agreement with the WDNR. Attached, for your reference if needed, are TRC's Standard Terms and Conditions (Attachment B).



**Attachment A  
Detailed Cost Estimate**

**Town of Madison 2300-2500 Fish Hatchery Road, Madison Site  
BRRTS #02-13-248511**

**Task and Price Quote Spreadsheet November 2015  
Consultant**

Task Number	Task Description	Estimated Quantity	Unit	Unit Cost	Total Task Cost
01	Mobilization/Demobilization Travel Costs (report miles), Labor & Materials	One	Site	\$513.00	\$513.00
02	Physically Locate Well Minor cleaning to access	34 total 24 active	Well	\$28.33	\$680.00
03	Conduct Surface Inspection - annotate any Damage to well and protective cap	34 total 24 active	Well	\$14.17	\$340.00
04	Measure Groundwater Elevation - Check for Obstructions/problems	34 total 24 active	Well	\$23.33	\$560.00
05	Groundwater Monitoring Point Sampling - Travel Costs (report miles), Labor, Materials	10+QA/QC Sample	Well	\$246.45	\$2,957.88
06	Laboratory Costs including QA/QC samples	10+Dup+TrBl	Sample	\$55.00	\$660.00
07	Report Preparation & Submittal	One	Report	\$1,037.50	\$1,037.50
08	Obtain Access to Site	3-4	Site	\$21.25	\$85.00
09	Quality Assurance / Quality Control Plan - Labor - Preparation & Submittal	One	Site	\$85.00	\$85.00
10	Site Health & Safety Plan - Labor - Preparation & Submittal	One	Site	\$159.00	\$159.00

Notes: Do not round unit costs to the nearest dollar. Total cost will be the not-to-exceed dollar amount approved

**Total Project Cost:** \$7,077.38

Signature: *Nathan Braun*

Date: November 6, 2015

Printed Name: Nathan Braun

Company Name TRC Environmental Corporation

Complete and sign this sheet, and return it by **4:30 p.m. November 9, 2015** to:

Wendell Wojner, DNR - South Central Region, 3911 Fish Hatchery Road, Fitchburg, WI 53711

Wendell.wojner@Wisconsin.Gov

Detailed Cost Estimate

Item	Position/Title	Labor Rate	Time (hours)	Labor Total	Materials	Travel Costs <sup>(1)</sup>	Equipment & Rentals	Sub-Contractor Invoices <sup>(2)</sup>	Phase Total
Phase 1	Scientist/ Engineer II	\$ 85.00	4	\$ 340.00	-	\$ 173.00	-	-	\$ 513.00
Phase 2	Scientist/ Engineer II	\$ 85.00	8	\$ 680.00	-	-	-	-	\$ 680.00
Phase 3	Scientist/ Engineer II	\$ 85.00	4	\$ 340.00	-	-	-	-	\$ 340.00
Phase 4	Scientist/ Engineer II	\$ 85.00	4	\$ 340.00	-	-	\$ 220.00	-	\$ 560.00
Phase 5	Scientist/ Engineer IV	\$ 112.00	5	\$ 560.00	\$ 94.08	\$ 86.50	\$ 329.80	-	\$ 2,957.88
	Scientist/ Engineer II	\$ 85.00	19	\$ 1,615.00					
	CAD/ GIS III	\$ 97.00	0.5	\$ 48.50					
	Project Support III	\$ 80.00	2	\$ 160.00					
	Project Support II	\$ 64.00	1	\$ 64.00					
Phase 6	-	-	-	-	-	-	-	\$ 660.00	\$ 660.00
Phase 7	Scientist/ Engineer IV	\$ 112.00	2	\$ 224.00	-	-	-	-	\$ 1,037.50
	Scientist/ Engineer II	\$ 85.00	5.5	\$ 467.50					
	Scientist/ Engineer I	\$ 74.00	1	\$ 74.00					
	Project Support III	\$ 80.00	1	\$ 80.00					
	Project Support II	\$ 64.00	3	\$ 192.00					
Phase 8	Scientist/ Engineer II	\$ 85.00	1	\$ 85.00	-	-	-	-	\$ 85.00
Phase 9	Scientist/ Engineer II	\$ 85.00	1	\$ 85.00	-	-	-	-	\$ 85.00
Phase 10	Scientist/ Engineer II	\$ 85.00	1	\$ 85.00	-	-	-	-	\$ 159.00
	Scientist/ Engineer I	\$ 74.00	1	\$ 74.00					
								<b>Total Cost:</b>	<b>\$ 7,077.38</b>

Footnotes:

<sup>(1)</sup> Travel costs will be invoiced at cost and invoices will include requested details, such as receipts (for charges greater than \$25.00), mileage amounts at current Federal mileage rates, etc.

<sup>(2)</sup> Sub-contractor invoice includes allowed 10% mark-up. No other mark-up is applied to the budget.



**Attachment B  
Standard Terms and Conditions**

## Standard Terms and Conditions

### 1.0 SERVICES

TRC Environmental (“Consultant”) will provide consulting and other professional services on behalf of Client as provided in the Scope of Services. Client is defined in the attached Proposal or Scope of Services. Unless otherwise stated, Consultant’s Proposal to perform the Scope of Services expires sixty (60) days from its date and may be modified or withdrawn by Consultant prior to receipt of Client’s acceptance. The offer and acceptance of any services or goods covered by the Proposal is conditioned upon these terms and conditions. Any additional or different terms and conditions proposed by Client are objected to and will not be binding upon Consultant unless specifically agreed to in writing by Consultant. An order or statement of intent to purchase Consultant’s services, or any direction to proceed with, or acquiescence in the commencement of work shall constitute consent to these terms and conditions.

### 2.0 COMPENSATION

2.1 Consultant will invoice for its services on a time and materials basis using the Schedule of Rates attached to the referenced Proposal. Prices or rates quoted do not include state or local taxes where applicable. Our services may include reimbursable expenses, which are charges incurred for travel, transportation, temporary lodging, meals, telephone calls, fax, postage, courier service, photographic, photocopying and other fees and costs reasonably incurred in connection with the services.

2.2 Unless otherwise stated in the Proposal, Consultant will submit invoices for services related to the Scope of Services on at least a monthly basis, and Client will make payment within thirty (30) days of receipt of Consultant’s invoices. If Client objects to any portion of an invoice, the Client will notify Consultant within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

2.3 If Client fails to make any payment due to Consultant within thirty (30) days after receipt of an invoice, then the amount due Consultant will increase at the rate of 1.5 percent per month after the 30th day. If a retainer has been required and the Client has not paid the invoice within thirty (30) days, TRC shall be entitled to draw upon the retainer to satisfy the past due invoice. In addition, Consultant may, after giving seven (7) days’ written notice to Client, suspend its services and any deliverables until Consultant has been paid in full for all amounts outstanding more than thirty (30) days. In the event that Consultant must resort to legal action to enforce collection of payments due, Client agrees to pay attorney fees and any other costs resulting from such action.

### 3.0 CLIENT’S RESPONSIBILITIES

3.1 Client will designate in writing the person or persons with authority to act in Client’s behalf on all matters concerning the work to be performed by Consultant for Client.

3.2 Client will furnish to Consultant all existing studies, reports, data and other information available to Client which may be necessary for performance of the work, authorize Consultant to obtain additional data as required, and furnish the services of others, where necessary, for the performance of the work. Consultant will be entitled to use and rely upon all such information and services.

3.3 Unless otherwise stated in the Proposal, Client shall be responsible to provide Consultant access to the work site or property to perform the work.

#### **4.0 PERFORMANCE OF SERVICE**

4.1 Consultant's services will be performed in conformance with the Scope of Services set forth in the Proposal.

4.2 Additional services will be performed and completed in conformance with any supplemental proposals or Scopes of Work approved in writing by the Client.

4.3 Consultant's services for the Scope of Services will be considered complete at the earlier of (i) the date when Consultant's report is accepted by the Client or (ii) thirty (30) days after the date when Consultant's report is submitted for final acceptance, if Consultant is not notified in writing within such 30-day period of a material defect in such report.

4.4 If any time period within or date by which any of Consultant's services are to be performed is exceeded for reasons outside of Consultant's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

#### **5.0 CONFIDENTIALITY**

Consultant will hold confidential all information obtained from Client, not otherwise previously known to us, unless such information comes into the public domain through no fault of ours, is furnished to us by a third party who is under no obligation to keep such information confidential, or is independently developed by us.

#### **6.0 WARRANTY**

6.1 In performing services, Consultant agrees to exercise professional judgment, made on the basis of the information available to Consultant, and to use the same standard of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services in the region. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards. The expiration date of this warranty is one (1) year from the date of completion of the service. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse Client from paying for services rendered or result in liability to Consultant.

6.2 If any failure to meet the foregoing warranty appears during one year from the date of completion of the service and Consultant is promptly notified thereof in writing, Consultant will at its option and expense re-perform the nonconforming work or refund the amount of compensation paid to Consultant for such nonconforming work. In no event shall Consultant be required to bear the cost of gaining access in order to perform its warranty obligations.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY. CONSULTANT DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS DESIGNATED BY CLIENT.

## 7.0 INSURANCE

Consultant will procure and maintain insurance as required by law. At a minimum, Consultant will have the following coverage:

- (a) Worker's compensation and occupational disease insurance in statutory amounts.
- (b) Employer's liability insurance in the amount of \$1,000,000.
- (c) Automotive liability in the amount of \$1,000,000.
- (d) Comprehensive General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (e) Professional errors and omissions insurance in the amount of \$1,000,000.

## 8.0 INDEMNITY

8.1 Each Party will indemnify the other Party, its employees, representatives, contractors, consultants and agents from and against any claims, costs, liabilities or expenses, including reasonable attorney's fees, to the extent caused by the negligent or reckless acts or willful misconduct of the indemnifying Party in connection with the services hereunder.

8.2 Notwithstanding the foregoing, in the event that Consultant performs intrusive ground work as part of the Scope of Services, Client shall indemnify Consultant from and against any and all claims, costs, liabilities or expenses, including reasonable attorney's fees, resulting from, or arising out of, damages to subsurface or underground utilities or structures, including but not limited to, gas, telephone, electric, water or sewer utilities whose locations were not designated or identified to Consultant prior to the commencement of any subsurface investigation or cleanup, including but not limited to, excavation, drilling, boring, or probing required to be conducted by Consultant as part of site investigation, characterization or remediation work.

8.3 To the extent the Scope of Services or any Request for Services under this Agreement requires Consultant to communicate (e.g., perform interviews) with any third party including, but not limited to, owners of off-site locations, former employees, current employees or governmental authorities, Consultant shall so inform Client. Client will indemnify Consultant from and claims, costs, liabilities or expenses, including



reasonable attorney's fees to the extent arising from claims of breach of confidentiality, waiver of privilege or otherwise associated with any such communications.

## 9.0 ALLOCATION OF RESPONSIBILITY

9.1 Consultant shall be liable to Client only for direct damages to the extent caused by Consultant's negligence or willful misconduct in the performance of its services. UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. To the fullest extent permitted by law, the total liability in the aggregate of Consultant and its employees, subcontractors or suppliers to Client and anyone claiming by, through or under Client on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to Consultant's services, or from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, indemnity or breach of contract, shall not exceed the total compensation received by Consultant under this Agreement, or the total amount of \$50,000, whichever is greater. All such liability shall terminate on the expiration date of the warranty period specified in Section 6.

9.2 If Consultant furnishes Client with advice or assistance concerning any products, systems or services which is not required under the Scope of Services or any other contract among the parties, the furnishing of such advice or assistance will not subject Consultant to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

## 10.0 DISPOSAL OF CONTAMINATED MATERIAL

10.1 Client understands and agrees that Consultant is not, and has no responsibility as, a generator, operator, owner, treater, arranger or storer of pre-existing substances or wastes found or identified at work sites, including drilling and cutting fluids and other samples. Consultant shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Consultant has or had title to such materials. Client will indemnify and hold harmless Consultant from and against all losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Consultant as a generator, operator, arranger, storer, treater or owner of pre-existing substances or wastes found or identified at work sites.

10.2 Ownership of all samples obtained by Consultant from the project site is maintained by Client. Consultant will store such samples in a professional manner for the period of time necessary to complete the project. Upon completion of the project, Consultant will return any unused samples or portions thereof to Client or, at Consultant's option using a manifest signed by Client as generator, dispose of the samples in a lawful manner and bill Client for all costs related thereto. Consultant will normally store samples for thirty (30) days.

## 11.0 OWNERSHIP OF DOCUMENTS

11.1 All notes, memoranda, drawings, designs, specifications and reports prepared by Consultant shall become Client's upon completion of the payment to Consultant as provided herein.

11.2 All documents including drawings and specifications prepared by Consultant pursuant to the Scope of Services are instruments of service with respect to this project. Such documents are not intended or represented to be suitable for reuse by Client or by any other party on subsequent extensions or phases of this project or site or on any other project or site without the written consent of both Client and Consultant.

11.3 Any reuse without written approval or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant. Any such reuse requested by Client will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant. A request by Client to provide a letter of reliance to a third party will entitle Consultant to assess a small charge in connection with documenting its consent.

11.4 Consultant will retain the technical project file for a period of six (6) years from project completion (if Client is a governmental entity, files shall be maintained for a 10-year period following project completion). Client shall notify Consultant at the completion of work if Client requires the file in this matter to be transferred to Client or another entity, or retained by Consultant for a longer period of time. In the absence of any written instructions to the contrary from Client, Consultant will have the right to discard any and all files, records or documents of any type related to the Scope of Services after the 6-year period. During this 6-year period, any requests for document recovery and reproduction will be assessed a fee in accordance with Consultant's Schedule of Fees.

## 12.0 INDEPENDENT CONTRACTOR

Consultant is an independent contractor and shall not be regarded as an employee or agent of the Client.

## 13.0 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Consultant shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

## 14.0 SAFETY

14.1 Client shall be obligated to inform Consultant and its employees of any applicable site safety procedures and regulations known to Client as well as any special safety concerns or dangerous conditions at the site. Consultant and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

14.2 Unless specifically provided in the Scope of Services, Consultant shall not have any responsibility for overall job safety at the site. If in Consultant's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, Consultant may

immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, Consultant may in its discretion terminate its performance in accordance with Section 17.0, in which event Client shall pay for services and termination expenses as provided herein.

#### **15.0 LITIGATION**

At the request of Client, Consultant agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which Client is or becomes a party in connection with the Scope of Services. Client agrees to compensate Consultant at its Litigation Rates in effect at the time the services are rendered for its time and other costs in connection with such evidence or testimony. Similarly, if Consultant is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, Consultant agrees to contact Client and cooperate with Client and Client's counsel. Client agrees to compensate Consultant at its Litigation Rates in effect at the time the services are rendered for its time, expense and retention of counsel in connection with such testimony or document and other evidentiary production.

#### **16.0 NOTICE**

All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, email, certified mail or courier to the address of the respective party or to such other address as such party may designate.

#### **17.0 TERMINATION**

The performance of work may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of seven (7) days prior written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by Client (or by Consultant as provided herein) prior to the completion of services contemplated hereunder, Consultant shall be paid for (i) the services rendered to the date of termination or suspension; (ii) demobilization costs; (iii) costs incurred with respect to noncancellable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.

#### **18.0 SEVERABILITY**

If any term, covenant, condition or provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

**19.0 WAIVER**

Any waiver by either party or any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

**20.0 GOVERNING LAW**

These Terms and Conditions will be governed by and construed and interpreted in accordance with the laws of the State of Connecticut.

**21.0 CAPTIONS**

The captions of these Terms and Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

**22.0 ENTIRE AGREEMENT**

The Proposal, the Work Authorization, these Terms and Conditions and the Schedule of Charges, represent the entire understanding and agreement between the parties and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.