




From: Dave Larsen <dlarsen@reiengineering.com>
Sent: Wednesday, June 19, 2019 10:29 AM
To: Stoltz, Carrie R - DNR
Subject: Kelly's CBI Proposal
Attachments: 3783 CBI 6-19-19.pdf; GR19-006.pdf; Kelly's Spur Carbon Injections.pdf

Carrie, as a follow up to our earlier discussions, REI has modified the cost proposal for carbon injection services. I also included traffic control and DOT r-o-w permit/signage requirements. I also added 2 rounds of post injection groundwater sampling at all environmental well sampling points and also sample the onsite potable well following carbon injection (1 potable sample only). Please let me know if you have any questions or concerns.

Thank you,
David N. Larsen P.G
Senior Hydrogeologist / Professional Geologist



The image shows a business card for REI Engineering. The card is green and white. On the left side, there is a logo with a globe and the letters 'REI' in a large, bold font. Below the logo, it says 'CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING'. The address '4080 N. 20th Avenue Wausau, WI 54401' and the website 'REIengineering.com' are listed. At the bottom of the card, there are four small icons: a person's head, a surveying tripod, a leaf, and a water tap. On the right side of the card, the contact information for David N. Larsen, P.G., Senior Hydrogeologist, is provided, including his email address 'Dlarsen@REIengineering.com', telephone number '1-877-734-7745', cell number '715-551-3434', and fax number '715-675-4060'.

Connect with us :   

Confidentiality Notice: This message is intended for the recipient only. If you have received this e-mail in error please disregard.

Usual and Customary Standardized Invoice #25

January 2019 - June 2019



RR-107a

PECFA #: 54839-9999-67 Vendor Name: REI
 BRRTS #: 03-04-000967 Invoice #: _____
 Site Name: Kelly's Spur Invoice Date: 6/19/19 Proposal Date
 Site Address: Hwy 63 & Raymond Road, Grand View Check #: _____

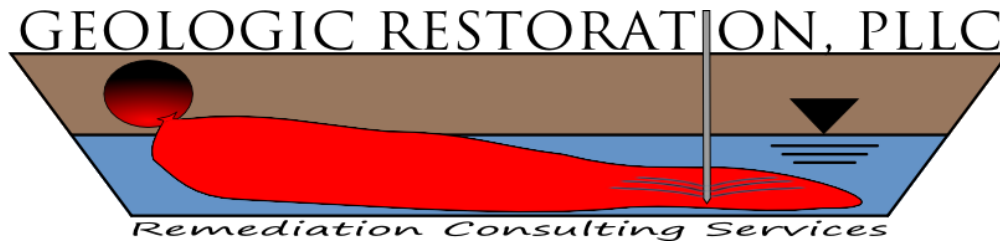
U&C Total \$ 381.78
 Variance to U&C Total \$ 172,053.24
 Grand Total \$ 172,435.02

TASK	TASK DESCRIPTION	SERVICES	ACTIVITY CODE	ACTIVITY REFERENCE CODE DESCRIPTION	UNIT	MAX UNIT COST	UNITS	TOTAL MAX
36	Change Order Request		COR05	Change Order Request (cost cap exceedance requests)	Change Order	\$ 381.78	1	\$ 381.78
Variance	Carbon Injection Scope of Services				Variance	\$ 172,053.24	1	\$ 172,053.24

Table 1
Kelly's Spur
CBI Quote
6/19/19 Proposal Date

Commodity Services (19,000 Pounds Carbon Injection)					
	CBI Contractor (Quote Attached)	lump	1	\$98,800.00	\$98,800.00
	Geoprobe Contractor (Quote Attached)	lump	1	\$22,117.00	\$22,117.00
				Sub Total	\$120,917.00
Design					
	Subcontractor Design and Coordination (REI)	hr	30	\$112.96	\$3,388.80
				Sub Total	\$3,388.80
WISDOT Signage/Permitting					
	WISDOT Traffic control determination / LCS Permit	hr	5	\$112.96	\$564.80
	Signage	day	10	\$75.00	\$750.00
	Setup and take down signage	day	10	\$75.00	\$750.00
				Sub Total	\$2,064.80
Injection Oversight					
	Project Management	hr	12	\$112.96	\$1,355.52
	Injection Permit	hr	8	\$112.96	\$903.68
	Job Prep	hr	14	\$81.58	\$1,142.12
	Field Time - Injection (Sr Level) - Assume 10 hr days	hr	100	\$112.96	\$11,296.00
	Field Time - Injection (Jr Level) - Assume 10 hr days	hr	100	\$81.58	\$8,158.00
	Travel (REI x 2)	hr	44	\$81.58	\$3,589.52
	Mileage Diesel Truck	mi	1700	\$0.580	\$986.00
	Per diem per person (2 man - per U&C Schedule)	day	10	\$250.18	\$2,501.80
				Sub Total	\$29,932.64
Supplies and Equipment					
	20' enclosed trailer	day	10	\$350.00	\$3,500.00
	480v, 100 kVA Diesel Generator/Fuel	day	10	\$875.00	\$8,750.00
	Generator Delivery	lump	1	\$500.00	\$500.00
	Waste Disposal	lump	1	\$500.00	\$500.00
	Vacuum system	lump	1	\$500.00	\$500.00
	1500 gallon poly tank and pump	day	10	\$200.00	\$2,000.00
				Sub Total	\$15,750.00
Construction Documentation Report					
	Drafting - as built report	hr	10	\$69.03	\$690.30
	Report Review - as built report	hr	1	\$112.96	\$112.96
	Secretarial - Misc	hr	8	\$43.93	\$351.44
	Secretarial - as built report	hr	4	\$43.93	\$175.72
	Summary Report - as built report	hr	25	\$112.96	\$2,824.00
				Sub Total	\$4,154.42

Total \$172,053.24



June 13, 2019

David N. Larsen, PG
REI Engineering
4080 N. 20th Avenue
Wausau, WI 54401

**Re: Proposal for Carbon Based Injectate (CBI) Injection Services
Former Kelly's Grand View ICO
Hwy 63 & Raymond Ave
Grand View, Wisconsin
BRRTS # 03-04-000967
PECFA # 54839-9999-67
Proposal # GR19-006**

Dear Mr. Larsen:

Geologic Restoration, PLLC (GR) appreciates the opportunity to provide our proposal for CBI injection services to REI Engineering, Inc. (REI). Our proposal includes our understanding of the project information, our proposed scope of services, fee estimate, schedule, assumptions and authorization information.

Project Information

The following project information is based on a March 1998 Remediation Action Construction Report prepared by Environmental Compliance Resources, LLC (ECR) and groundwater sampling reports provided by REI.

The referenced site is located at the intersection of State Highway 63 and Raymond Avenue in the Town of Grand View, Bayfield County, Wisconsin. The site is a former petroleum service station with a single building.

The former service station maintained one 1000-gallon unleaded gasoline underground storage tank (UST) and one 500-gallon leaded UST located near the southwest corner of the building. The UST system was removed in December 1990, soil samples collected during the removal did not indicate that a release had occurred. Site investigation activities in September of 1995 at an adjacent property to the south identified the presence of petroleum compounds in soil likely emanating from the Kelly's Grand View ICO property.

An upgraded UST system consisting of one 500-gallon gasoline UST, one 4,000-gallon gasoline UST and one 10,000-gallon gasoline UST was installed near the northwest corner of the Kelly's Grand View ICO property (installation date not specified in reports). The upgraded UST system and associated piping and dispensers were removed in September 1997. During the UST site closure assessment, it was determined that a release had occurred below the dispenser island.

In October 1997, Karow and Sons was contracted by ECR to conduct a soil excavation in the area of the non-upgraded USTs and fuel island area. The excavation extended to a depth of approximately 12 to 14 feet below ground surface (bgs). A total of approximately 520 cubic yards of soil was removed. Approximately 150 pounds of Oxygen Release Compound (ORC) was installed in the bottom of the excavation prior to backfilling.

The March 1998 report by ECR mentioned that a second soil excavation in the area of the upgraded UST system dispenser island was conducted. Based on Figure 5 of the report, the excavation extended to a depth of approximately 8 feet bgs.

According to a July 2012 groundwater sampling report by REI, a dual phase extraction system was operated at the site from approximately 2008 to 2012. REI also installed a stand-alone soil vapor extraction system that was in operation between approximately 2011 to 2012.

The backfill material used in the 1997 excavation was reportedly an exclusively sand based material. The top two feet of the sand material in the 1997 excavation was removed and replaced with a clay cap in 2015 by REI. The intent of the clay cap was to limit surficial infiltration into the excavation area.

The subsurface materials have been described as interlayered sand, silt and clay. The regional groundwater flow direction was reported to be to the north. It is speculated that there is more than one predominant groundwater flow direction locally. This speculation is based upon the large groundwater fluctuations and significant vertical and lateral gradients that have been observed.

REI is considering carbon injection in groundwater and soil to reduce contaminant concentrations and inhibit further offsite migration of the contaminant plume.

Proposed Scope of Services

We will mobilize a CleanInject® injection trailer and crew to the site for performance of carbon based injectate (injection). Based on our discussion, the following specifications will apply:

Approximately 19 Injection locations are proposed for the project (see Figure 1). Injections should be spaced approximately 10 feet apart from one another. Injections should be performed every 2 feet in depth with a total of approximately 19 injection intervals at each location. The injection depths will be between 14 to 50 feet bgs.

Approximately 19,000 pounds of Carbon GR-320-IRC™ CBI should be injected at the subject site. Injection intervals should be alternated between odd and even depths at adjacent boring locations, if deemed necessary, to maximize the CBI distribution in the formation. The CBI load per injection interval was determined based on the proximity to the contamination source. GR will conduct the work using 40 hour HAZWOPER trained personnel in level D personal protective equipment. GR equipment operators are also third-party certified to operate heavy equipment onsite.

A Safety-Vac vacuum recovery system (or equivalent if provided by REI) will be used to recover CBI that surfaces. The recovered material will be reused, if possible, by pumping the slurry into available injection points. The injection point locations are selected to avoid monitoring wells; however, the CBI distribution is dictated by the

formation materials and structure. Preferential pathways to monitoring wells or ground surface may exist causing CBI to flow beyond predicted radiuses of influence and enter wells or surface.

Locations*	Injection Points	Injection Depth	Intervals	Carbon per Interval	Total Carbon
Area 1	6	14 – 50 ft.	19	80 lbs.	9,120 lbs.
Area 2	13	14 – 50 ft.	19	40 lbs.	9,880 lbs.
TOTAL CARBON					19,000 lbs.

* See Figure 1 for injection point locations.

ESTIMATED WATER USAGE: ~ 19,500 gal.
ESTIMATED TOTAL CARBON: ~ 19,000 lbs.
ESTIMATED INJECTION POINTS: ~ 19

Fee Estimate

The following unit rates will apply to the project:

ITEM	AMOUNT	UNIT	UNIT RATE	COST
Reactivated Carbon GR-320-IRC™ and CleanInject® System	19,000	Pounds	\$4.25	\$80,750.00
ITEM	AMOUNT	UNIT	UNIT RATE	COST
Mobilization / Demobilization	2,440	Miles	\$3.75	\$9,150.00
Per Diem (2 Man Crew)	16	Nights	\$400.00	\$6,400.00
Dust Supression Filter Elements	8	Each	\$50.00	\$400.00
Geoprobe 2.25" Injection Tips	2	Tips	\$500.00	\$1,000.00
PPE (2 Man Crew)	10	Days	\$30.00	\$300.00
Truck Charge	16	Days	\$50.00	\$800.00
ESTIMATED TOTAL			REACTIVATED CARBON	\$98,800.00

Virgin carbon is available upon request. Pricing is shown in the Fee Schedule section.

Schedule

We expect to schedule the work within approximately two to three weeks of authorization, and we estimate the project will require 10 full working days to complete. Due to the geographic location of the site, we anticipate performing the work when ambient temperatures are generally above 40 °F and more favorable for CBI injection.

Assumptions

GR assumes the following regarding the proposed CBI injection project:

- REI assures GR will have clear access to the site during daylight hours and that the site area will be cleared of any obstructions that could limit access to injection locations or equipment deployment.
- REI assures GR's injection equipment can remain on-site for the duration of the project.
- Probe/injection locations will be the responsibility of REI, including assurance that locations will be accessible to the probe rig, underground and above ground utilities will not interfere with the drilling process, and GR and REI have legal authorization to drill in the chosen locations. REI will provide necessary traffic control and safety equipment, personnel and permits for injection points located in sidewalks, streets, highways and other high traffic areas.
- REI will provide for private and/or public underground utility locators, as appropriate, and potential damage to utilities will not be the responsibility of GR.
- REI will provide a Geoprobe rig with 2.25" rods and tips capable of penetrating surface and formation materials to the desired injection depths. REI will also be responsible for sealing the completed injection locations and any surface repair required by State regulations or the property owner.
- REI will provide a 4000lb forklift for unloading palletized carbon bags from a commercial carrier and for placing the carbon bags near the injection trailer.
- REI will provide a potable water source onsite capable of producing at least 8 to 10 gallons per minute.
- REI will provide a trailer-mounted, 480volt, 100kVA, diesel generator and necessary fuel to power the generator during the injection project.
- Inclement weather will not interfere with drilling for more than three hours in each work day.
- Crew per-diem will be charge for weekends, in lieu of return travel, at our discretion. These charges will be incurred if the drill crew, prime consultant, property owner or inclement weather restricts our access to the site or in any way prevents us from working. Crew per-diem charges will be invoiced in accordance with the unit rates listed in the attached Fee Schedule.
- Additional or lesser amounts of injectate will result in a change to the fees charged for the project.
- The subsurface contains no impenetrable material that would prevent the specified equipment from penetrating to the desired drilling depths.
- An upgrade to Level C personal protective equipment will result in a \$50 per person per day equipment/supplies surcharge and a 10% surcharge on unit rates.
- Drilling surfaces will be thin (<3") asphalt. An additional fee will apply for pavement cutting, if concrete or thick asphalt is present. If ground is too soft to support injection and support equipment, additional charges may apply, or locations may be deemed unsuitable for injection.
- Unforeseen conditions, such as – but not limited to – asphalt pavement greater than 3 inches in thickness, location of pads in concrete areas, or overhead power, may require additional effort on a time and materials basis to complete the work. GR will contact you for authorization before conducting additional work.
- We assume that carbon that surfaces (day-lighting) can be collected (Safety-Vac Vacuum) and disposed on-site without drumming or other environmental considerations or pressure washed off paved surfaces. If we need to provide

- drums for other material collection, they will be charged at \$65 each, and the fees for disposal of contents are not included.
- REI will be responsible for removing CBI that enters any onsite monitoring wells or remediation wells.
 - REI will be responsible for any and all site cleanup required including disposal of carbon bags and pallets.
 - REI will provide a dry storage space onsite or waterproof tarps for the palletized bags of Carbon GR-320-IRC™ which will be shipped to the site by a commercial carrier.
 - Standby time or additional effort will be charged at a crew rate of \$150 per hour.
 - REI will hand clear probe locations prior to our arrival to minimize standby time.

Authorization

To authorize us to proceed, please sign and return one copy of our proposal. The work will be performed in accordance with the attached Master Client Services Agreement which is incorporated herein by reference.

Geologic Restoration, PLLC sincerely appreciates the opportunity to provide REI with our proposal for CBI injection services. Please contact us if you have any questions or when we can be of further service.

Respectfully,

Geologic Restoration, PLLC

Eric A Chew

Eric A Chew, GIT
Project Geologist

Brian E Chew Sr.

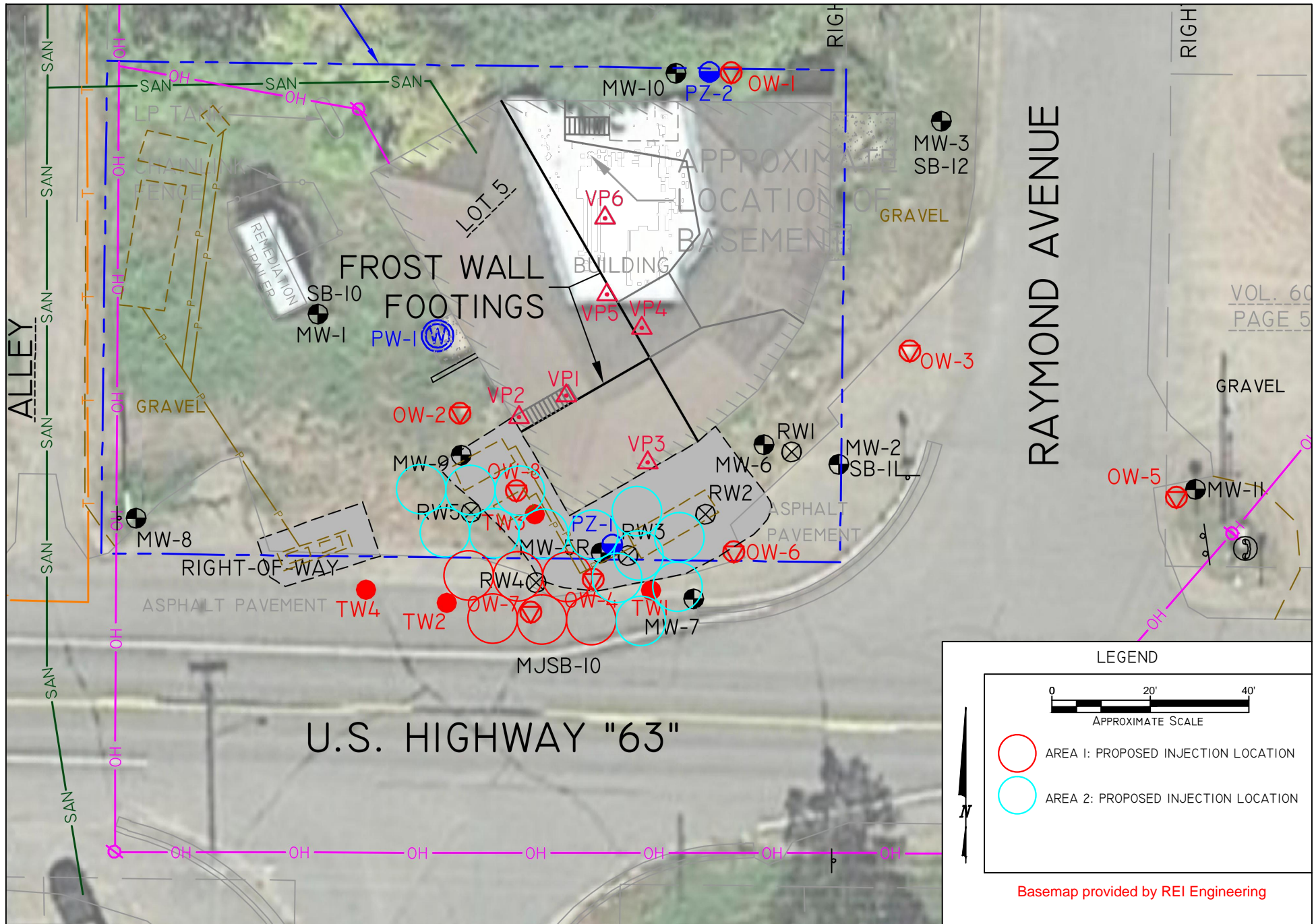
Brian E Chew, Sr. P.G.
Principal Hydrogeologist

Accepted By:

X _____ Date: _____
Signature, Title and Printed Name

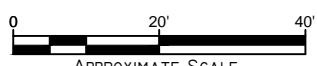
Former Kelly's Grand View ICO
Hwy 63 & Raymond Ave
Grand View, Wisconsin
Proposal # GR19-006

Attachments:



VOL. 60
PAGE 5

LEGEND

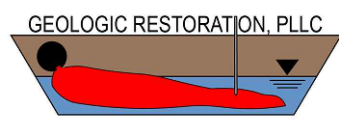


APPROXIMATE SCALE

○ AREA 1: PROPOSED INJECTION LOCATION

○ AREA 2: PROPOSED INJECTION LOCATION

Basemap provided by REI Engineering



DRAWN EAC	REVISED	CHECKED BEC	PROJECT# GR19-006
DATE 6/13/19	DATE	DATE 6/13/19	FIGURE# 1

PROPOSED INJECTION LOCATIONS

FORMER KELLY'S GRAND VIEW ICO
HWY 63 & RAYMOND AVE
GRAND VIEW, WISCONSIN

**GEOLOGIC RESTORATION, PLLC
2019 FEE SCHEDULE**

A. PERSONNEL RATES

Administrative Staff	\$65.00 / hour
Technician	\$65.00 / hour
CleanInject® Trailer Operator	\$100.00 / hour
Senior Technician	\$95.00 / hour
Professional I Staff	\$85.00 / hour
Professional II Staff	\$90.00 / hour
Project Manager	\$95.00 / hour
Principal / Technical Specialist	\$150.00 / hour
Expert Witness	\$200.00 / hour
CleanInject® Trailer Operator Travel Rate Hourly	\$75.00 / hour

Overtime Rates for Hourly Workers:

** Rates for Technicians and other hourly personnel will be charged at a 1.5 rate multiplier for work time over 8.0 hours per day and on weekends and at a 2.0 rate multiplier on holidays. This does not apply to CleanInject Operators working on a per pound injected basis.*

B. EXPENSE RATES

PPE (2 Man Crew)	\$30.00 / day
Truck Charge	\$50.00 / day
Project Expenses	Cost + 15%
Subcontract Services	Cost + 15%
Supplies	Cost + 15%
Construction Services	Cost + 15%

C. TRAVEL

Mileage	\$0.75 / mile
CleanInject® Trailer Mobilization (2 man crew)	\$3.75 / mile
Meal Per Diem	\$51.00 / day
Travel Expenses (hotel, airfare, car, etc.)	Cost + 15%

D. EQUIPMENT

Carbon Injection Equipment Rates

CleanInject® Trailer and Reactivated Carbon GR-320-IRC™	\$4.25 to \$6.50 / lb.*
CleanInject® Trailer and Virgin Coconut Shell Carbon GR-320-IRC™	\$5.25 - \$7.50 / lb.*
<i>* Price is dictated by site conditions and current market price of carbon.</i>	
Geoprobe 2.25" Injection Tip	\$500.00 / each

Geoprobe 1.5" Injection Tip	\$350.00 / each
Injection Rod 1.5 Inch x 3 Feet – 4 hole	\$250.00 / each
Injection Tip Rebuild Kit	\$50.00 / each
Dust Collection Filter	\$50.00 / each
CleanInject® Trailer, Crew Standby Time	\$150.00 / hr.

Water Monitoring Equipment Rates

Water Level Indicator	\$40.00 / day
Interface Probe	\$60.00 / day
Peristaltic Pump	\$75.00 / day
Redi-Flo Pump & Controller	\$170.00 / day
Purge Pump (Proactive)	\$160.00 / day
YSI 63 Conductivity, pH Meter	\$70.00 / day
Dissolved Oxygen Meter	\$70.00 / day

Soil Sampling Equipment

Sediment Sampler	\$50.00 / day
Hand Auger	\$45.00 / day

Air Monitoring Equipment

Organic Vapor Analyzer	\$90.00 / day
Dwyer Magnehelic (analog)	\$15.00 / day

Generic Field Equipment

Surveying Equipment (Transit or Laser)	\$50.00 / day
Safety-Vac Vacuum Recovery System w/ EX40 Subaru 14 hp motor & 55 Gallon Drum	\$75.00 / day
Magnetic Locator	\$45.00 / day
Pressure Washer	\$135.00 / day
Well Sampling Equipment	\$20.00 / sample
Trimble GPS Unit	\$145.00 / day
Concrete Coring Rig and Bit Usage	\$150.00 / day
Abrasive Cutoff Saw	\$35.00 / day
Light Stand	\$25.00 / day
Trailer	\$35.00 / day
Field Computer	\$50.00 / day
Hammer Drill and Chisel	\$100.00 / day
Husqvarna Brush Cutter	\$50.00 / day
Honda 2" Trash Pump	\$35.00 / day
Digital Camera	\$40.00 / day

GEOLOGIC RESTORATION, PLLC
MASTER CLIENT SERVICES AGREEMENT

This MASTER CLIENT SERVICES AGREEMENT constitutes the whole entire agreement between Geologic Restoration, PLLC, a North Carolina corporation and REI Engineering (hereinafter called CLIENT).

I. SCOPE OF SERVICES

GEOLOGIC RESTORATION will perform the scope of services outlined in any proposal prepared by GEOLOGIC RESTORATION and agreed to in writing and signed by an authorized representative of CLIENT. GEOLOGIC RESTORATION has no obligation to perform services and/or provide work product not expressly included in each proposal. CLIENT agrees that the proposal contains all criteria, design, and construction standards and other information relating to CLIENT's requirements for the services to be performed by GEOLOGIC RESTORATION.

II. FEES, BILLING, TERMS, AND PAYMENT

The charges for the services, labor and materials provided by GEOLOGIC RESTORATION hereunder shall be based on time and materials, unit rates, and/or lump sum basis as described in the proposal. If the charges are to be on a time and materials and/or unit rate basis, a fee schedule may also be attached hereto or made available from GEOLOGIC RESTORATION at the CLIENT's request. CLIENT agrees to pay all of such charges. If CLIENT requests that GEOLOGIC RESTORATION perform any services or provide any materials in addition to and separate from the Scope of Services outlined in Section I, CLIENT agrees to reimburse GEOLOGIC RESTORATION directly for those services either following the basis in the proposal or following a mutually agreed upon basis.

GEOLOGIC RESTORATION may require a suitable retainer prior to commencement of our work. Such amount shall be held on account until the final invoice is prepared, at which time your account will be reconciled.

GEOLOGIC RESTORATION agrees to provide CLIENT with a description of services performed for CLIENT and the fees and charges associated with such services. Monthly invoices are due and payable in U.S. dollars upon receipt. Invoices not paid within thirty (30) days of date of invoice are subject to an interest charge of one and one-half percent (1.5%) on the outstanding balance for each month or portion thereof beyond the thirty (30) day period. CLIENT shall promptly notify GEOLOGIC RESTORATION in writing if CLIENT objects to any portion of an invoice, and in any event within fourteen (14) days of receipt of the statement containing the item to which the CLIENT objects. CLIENT is responsible for all costs and reasonable attorney's fees incurred by GEOLOGIC RESTORATION in collecting past due amounts, or in otherwise enforcing this agreement. GEOLOGIC RESTORATION without any liability to CLIENT, reserves the right to withhold any services, work product, and /or reports pending payment of CLIENT's invoices.

GEOLOGIC RESTORATION reserves the right to revise its fee schedule subject to thirty (30) day notice. In the event GEOLOGIC RESTORATION revises its fee schedule, CLIENT shall have fifteen (15) days from receipt of notice of the revision to determine whether to terminate this agreement.

III. TERMINATION

CLIENT or GEOLOGIC RESTORATION may terminate this agreement for any reason and at any time by written notification to the other party. Termination will become effective thirty (30) calendar days after receipt of the termination notice. If this agreement is terminated, GEOLOGIC RESTORATION agrees to deliver to CLIENT all work product, reports, drafts and other documents prepared pursuant to this agreement within fifteen (15) days of notice of termination, provided however that GEOLOGIC RESTORATION has been paid in full for all charges (i.e., fees and expenses) incurred by GEOLOGIC RESTORATION through the date of termination. Any

revision to the scope of services shall be pursuant to a change order agreed to by CLIENT and made a part of this agreement.

IV. WARRANTY

GEOLOGIC RESTORATION will perform the work under this agreement as an independent contractor/consultant utilizing reasonable care and skill in accordance and consistent with customary industry standards. This standard of care is the sole and exclusive standard of care that will be applied to measure GEOLOGIC RESTORATION's performance of the work. There are no other representations or warranties made by GEOLOGIC RESTORATION except those included specifically herein. In particular, but not by way of limitation, GEOLOGIC RESTORATION makes no representation or warranty that the implementation or use of the recommendations, or findings or conclusions of a report, if report is presented, will result in compliance with applicable law or provide a totally satisfactory result. Moreover, any and all implied representations or warranties arising out of the work are hereby expressly disclaimed and negated. IN PARTICULAR, BUT NOT BY WAY OF LIMITATION, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

All recommendations, findings, and conclusions made by GEOLOGIC RESTORATION will be made to the best of GEOLOGIC RESTORATION's knowledge, opinion, and belief, based upon information CLIENT made available to GEOLOGIC RESTORATION at the time of review, and upon a variety of factors which may include, but are not limited to the following: federal, state, and local laws, rules, codes, regulations and ordinances; market conditions; energy costs; wage rates; and political climate. A change of any of the factors upon which the review is based may adversely affect the recommendations, findings, and conclusions, if any, expressed by GEOLOGIC RESTORATION.

V. RESPONSIBILITY OF CLIENT TO PROVIDE ACCURATE AND SUFFICIENT INFORMATION

It is CLIENT's responsibility to disclose to GEOLOGIC RESTORATION prior environmental reports and analytical results relating to the work that is the subject of this agreement and to advise of known hazardous wastes or hazardous substances, petroleum products, underground storage tanks and other matters relevant to the work that is the subject of this Agreement. In addition, it is CLIENT's responsibility to disclose to GEOLOGIC RESTORATION its knowledge of the location of any man-made objects, including but not limited to underground utilities, relative to any field test or subsurface penetrations. When contracted to perform subsurface penetrations, Geologic Restoration will follow the industry standard of care regarding the location of utilities, piping and other subsurface obstacles prior to the advancement of borings, wells, trenches, excavations, or other subsurface penetrations. Specifically, Geologic Restoration will:

1. Contact ULOCO at least 48 hours prior to commencement of invasive activities;
2. Contract or have Geologic Restoration's drilling contractor contract with a private utility location service to locate subsurface utilities, obstructions and proposed boring and/or excavation locations; and,
3. Hand auger or have Geologic Restoration's drilling contractor hand auger the upper 4 feet of each boring or excavation to verify the absence of utilities.

Having done the above, or if Client or Clients contractor is responsible the above, Geologic Restoration shall not be responsible for any damages (direct or indirect) or injury to any persons or to public or private property whether within or outside of the areas covered by the Project including, but not limited to, any releases to the environment from contents of piping or subsurface vessels.

It is the client's responsibility to provide site-specific drawings of site utilities and system layouts, including, but not limited to underground storage tanks, product and dispenser piping, water, sewer, electrical, telecommunications lines, and any other underground utilities and to make

available any other reasonably available information or persons with information concerning the site in the areas of Geologic Restoration's planned activities.

Unless otherwise noted, CLIENT warrants the accuracy and sufficiency of the information, plans, specifications and other material that it provides to GEOLOGIC RESTORATION for use in connection with GEOLOGIC RESTORATION performing its work under this Agreement, irrespective of whether such information and materials are provided directly by CLIENT to GEOLOGIC RESTORATION or indirectly from one of CLIENT's other contractors, dealers or agents.

VI. CLIENT EXCLUSIVITY AND AUTHORITY

The work to be performed by GEOLOGIC RESTORATION under this Agreement is solely for the benefit of CLIENT. This Agreement shall not be construed as creating any contractual relationship of any kind between GEOLOGIC RESTORATION and any third party. It is the intent of GEOLOGIC RESTORATION and CLIENT that there are no third party beneficiaries of this Agreement. The fact that CLIENT may enter into other agreements with third parties that provide GEOLOGIC RESTORATION the authority to inspect or reject work being performed by the third party shall not give rise to any duty or responsibility on the part of GEOLOGIC RESTORATION in favor of such third party.

Further, CLIENT covenants and agrees that CLIENT has full legal authority, as agent, to contract for all of the owner(s) and agrees that representations, warranties, and indemnification provided herein extend to GEOLOGIC RESTORATION and its agents on behalf of these parties, but the work performed will not give rise to any responsibility on the part of GEOLOGIC RESTORATION and its agents to these third parties.

The information and materials provided by GEOLOGIC RESTORATION to CLIENT in connection with the work shall be utilized by CLIENT only for the purposes contemplated by this agreement, and shall not be provided by CLIENT to third parties for their use without the prior written consent of GEOLOGIC RESTORATION, except that GEOLOGIC RESTORATION agrees that information and materials provided by GEOLOGIC RESTORATION to CLIENT may be provided to and used by environmental agencies (including but not limited to the North Carolina Department of Environment, and Natural Resources or equivalent agencies in other states and the United States Environmental Protection Agency), CLIENT's attorneys, and pursuant to any valid court order.

GEOLOGIC RESTORATION agrees that all reports and other documents prepared for CLIENT pursuant to this agreement are the property of CLIENT, however GEOLOGIC RESTORATION may retain copies of all documents. GEOLOGIC RESTORATION also agrees that it will not disclose to any third party any documents, reports, laboratory data or other information generated, created or produced for CLIENT pursuant to this agreement unless required by law, pursuant to a valid court order or with written permission from CLIENT.

The following policy applies to documents retained by GEOLOGIC RESTORATION unless specific exceptions have been agreed to in the Client Services Agreement: appropriate correspondence, technical, contractual, health and safety information for this scope of work will be retained for a period of three years. After three years from the final report, projects will be purged to retain only technical reports, contractual agreements, health and safety documentation, and final status correspondence.

VII. FIELD WORK AND HAZARDOUS SUBSTANCES

GEOLOGIC RESTORATION is to have free access to the applicable properties at the times and on the dates field activities are scheduled. Delays to GEOLOGIC RESTORATION beyond an aggregate total of 60 minutes during inspection are subject to waiting time charges to the extent such delays are caused by CLIENT or its employees, contractors or agents. Delays due to locating or arising from damage to underground structures and cables are subject to waiting time charges.

The procedures performed do not assure that contamination will be detected or that contamination detected is indicative of the full scope of possible contamination at the site. Further, the laboratory analysis and organic vapor analyzer readings must be viewed as an indication only of conditions in the borings drilled. Further testing in any boreholes or in groundwater sampling can produce different test results. Geological and hydrogeological conditions and contamination levels can vary between specific locations on the same site. Nothing in this section limits or modifies the standard by which GEOLOGIC RESTORATION's performance will be measured as provided in Section III of this Agreement.

CLIENT acknowledges that GEOLOGIC RESTORATION and its subcontractors have played no part in the creation, placement, or existence of any hazardous substance or pollution sources which may exist at the site. CLIENT recognizes that common exploratory methods such as the advancement of borings and installation of wells have inherent risks, such as the potential to penetrate through contaminated material and serve as a conduit for the migration of the contamination. GEOLOGIC RESTORATION assumes no responsibility for such inherent risks and shall have no liability for them. CLIENT shall have complete responsibility for making any required disclosures to any governmental authority or third party, and for taking any action not specifically included in the proposed services. CLIENT shall be responsible for all costs and consequences arising from the discovery of unanticipated hazardous substances or pollutants. CLIENT acknowledges that under no circumstances is GEOLOGIC RESTORATION a generator, operator, treater, storer, transporter, or disposer of any hazardous substances or pollutants found at or near the site. All materials contaminated by hazardous substances or pollutants, including samples are the property and responsibility of CLIENT.

Should a contractor(s) not retained by GEOLOGIC RESTORATION be involved in the Work, CLIENT will advise such contractor(s) that GEOLOGIC RESTORATION's Work does not include supervision or direction of the means, methods or actual work of the contractor(s), his employees or agents. CLIENT will also inform contractor that the presence of GEOLOGIC RESTORATION's field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing their work in accordance with the plans and specifications. If a contractor (not a subcontractor of GEOLOGIC RESTORATION) is involved in the Work, CLIENT agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the Subject Property, including security and safety of all persons and property during performance of their work, and compliance with all CLIENT safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that GEOLOGIC RESTORATION will not be responsible for the work of the contractor or their site safety or security on the Subject Property, other than for GEOLOGIC RESTORATION's employees and subcontractors, and that GEOLOGIC RESTORATION does not have the duty or right to stop the work of the contractor.

VIII. LIMITATIONS ON CLIENT'S RIGHTS AND REMEDIES

GEOLOGIC RESTORATION shall not be liable in any way for work that is performed in accordance with the prescribed standard of care or for the failure to discover any condition that, pursuant to that standard, could not reasonably have been discovered as a result of the work performed.

CLIENT agrees that GEOLOGIC RESTORATION's liability for damage arising indirectly or directly out of or relating to any error, omission or other professional negligence of GEOLOGIC RESTORATION, its agents, employees, or subcontractors in the performance of work under this agreement or otherwise will be limited to a sum not to exceed the contract price under this Agreement defined as the total man-time charges and reimbursable expenses paid to GEOLOGIC RESTORATION under this Agreement and shall be limited to direct damages. Without limiting the foregoing, GEOLOGIC RESTORATION shall in no event be liable for economic, incidental or consequential damages. CLIENT hereby waives all such damages and remedies other than recovery of the contract price under this Agreement, as above defined. In no event will GEOLOGIC RESTORATION's directors, owners, officers, employees, or agents be

liable to CLIENT, or any third party, for any liabilities, losses, damages, or expenses of any nature whatsoever, whether direct or indirect, caused by or resulting from the work (or use of the work).

IX. INDEMNIFICATION

To the fullest extent permitted by law, CLIENT will defend, indemnify and hold harmless GEOLOGIC RESTORATION, its directors, owners, officers, agents, contractors, and employees against any and all claims, demands or causes of action, and all costs, losses, liabilities, expenses and judgments, incurred in connection therewith, including attorney's fees and court costs (collectively referred to as the "Damages"), brought by any of CLIENT's employees or representatives, or by any third party, based upon, in connection with, resulting from or arising out of any of the following: (a) CLIENT's or GEOLOGIC RESTORATION's actions or inactions, other than the gross negligence or willful misconduct of GEOLOGIC RESTORATION under this agreement, (b) CLIENT's use of the work that is the subject of this Agreement, (c) any allegation that GEOLOGIC RESTORATION has handled, operated, generated, treated, stored, transported, or disposed of hazardous waste under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law provided GEOLOGIC RESTORATION has fully and completely complied with all laws, regulations and ordinances applicable to the handling and management of all hazardous wastes and hazardous substances or (d) the CLIENT'S actual or alleged violation of any federal, state or local law or regulation. In the event that both CLIENT and GEOLOGIC RESTORATION are adjudicated at fault with respect to damages or injuries sustained by the claimant, CLIENT shall indemnify GEOLOGIC RESTORATION for the portion of the damage or injuries caused by CLIENT.

Subject to the limitations set forth in Section VIII above, GEOLOGIC RESTORATION agrees to indemnify and hold harmless CLIENT, its directors, owners, officers, agents, contractors, and employees against any and all claims, demands or causes of action, and all costs, losses, liabilities, expenses and judgments incurred in connection therewith, including attorney's fees and court costs, brought by any person or third party based upon, in connection with, resulting from or arising out of GEOLOGIC RESTORATION'S gross negligence, fraud or willful misconduct in the performance of this agreement.

X. ARBITRATION

All claims, disputes and other matters in question between the CLIENT and GEOLOGIC RESTORATION arising out of, or relating to, this Agreement or the breach thereof and where the amount in controversy exceeds \$10,000, may, at the option of either party, be decided by arbitration in accordance with the Rules of the American Arbitration Association then existing and the Federal Rules of Civil Procedure regarding this discovery. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the CLIENT and GEOLOGIC RESTORATION shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Note of the demand for arbitration shall be filed by the party electing arbitration in writing with the other party and with the American Arbitration Association. The demand to arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Unless otherwise agreed in writing, GEOLOGIC RESTORATION shall carry on the work and maintain its progress during any arbitration proceedings, and the CLIENT shall continue to make payments to GEOLOGIC RESTORATION in accordance with this Agreement.

XI. NON-WAIVER OF DEFAULTS

Any failure by either party at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement, or to terminate this Agreement under section III, shall not affect or impair the right of that party at any time to avail itself of such remedies as it may have for any breach or breaches of such terms and conditions.

XII. COMPLETE AGREEMENT

This Agreement, along with its attachments, including the GEOLOGIC RESTORATION proposal incorporates all of the previous and contemporaneous discussions, representations, understandings, and agreements between the parties with respect to the subject matter of this Agreement. The terms and conditions expressed in this Agreement shall not be altered except in writing, signed by both parties. Use of any of CLIENT’s pre-printed or standard business forms (such as purchase orders) in the administration of any portion of the services to be performed under this Agreement shall be for the CLIENT’s convenience only, and any provision contained in any such form that is in conflict with the terms of this MASTER CLIENT SERVICES AGREEMENT shall be deemed stricken and null and void.

The headings in this Agreement are for general categorization and are not intended to be legal descriptions.

XIII. APPLICABLE LAW

This Agreement is governed by, and will be construed in accordance with the laws of the State of North Carolina. Any disputes shall be resolved in Charlotte, North Carolina. No delay or failure of performance due to causes outside of the reasonable control of GEOLOGIC RESTORATION shall be deemed a breach of this agreement. This agreement shall survive and be enforceable even if a provision of this agreement is found to be legally unenforceable.

XIV. AUTHORIZATIONS

By: _____ Date: _____

Geologic Restoration, PLLC - Signature & Typed/Written Name

Name of Client: _____

Organization, Entity, or Individual Responsible for Payment

Accepted By: _____ Date: _____

Signature and Title

Typed or Written Name and Title

Former Kelly’s Grand View ICO
Hwy 63 & Raymond Ave
Grand View, Wisconsin
Proposal # GR19-006

