

**EMCON**

8021 Phillips Highway • Suite 12 • Jacksonville, Florida 32256-7460 • (904) 636-9360 • Fax (904) 636-9356

6/21/95 B.D.

cc: EMCON

June 20, 1995

Change Order 71506.002.012

Mr. Robert McIntyre
Solid Waste Director
Nassau County Solid Waste Management
Route 1, Box 178
Callahan, Florida 32011

Re: Change Order for Monitoring Well Installation, Lofton Creek Landfill
Nassau County, Florida

Dear Mr. McIntyre:

EMCON is submitting this change order, including a detailed cost estimate, to install shallow, intermediate, and deep monitoring wells near the Lofton Creek Landfill located in Nassau County, Florida. These monitoring wells are required as part of the Contamination Assessment Plan that was approved by FDEP. At the request of Roy F. Weston, Inc., we have obtained bids from three drilling contractors (Freeman Well Drilling, Inc., Environmental Drilling Service, Inc., and ATEC Associates, Inc.) to install the monitoring wells. A copy of the three bids to install the wells is included in Attachment 1. In addition, we are providing an estimate of the cost if our own drilling department installed the wells.

SCOPE OF WORK

Task 1 - Permits and Access

EMCON will obtain any required local and state permits to install the wells. We will also complete the well completion reports and submit them to FDEP and the St. Johns River Water Management District. The Nassau County engineer reported that he would obtain the right-of-way access along Meadowfield Bluff Road, clear utilities, and provide access to the drilling sites. We have sent him a map showing the location of the proposed monitoring wells.

Task 2 - Install Monitoring Wells

Four shallow monitoring wells, three intermediate, and four deep monitoring wells will be installed along Meadowfield Bluff Road which is located adjacent to the landfill. Three shallow, three intermediate, and three deep wells will be installed as part of well clusters. The fourth shallow well will be installed further south along Meadowfield Bluff Road. The fourth deep



monitoring well will be installed at the back of Lot 17 across from the existing monitoring well cluster MW-14. The wells will be installed as outlined in the approved CAP Addendum. Figure 1 shows the location of the wells and the cost estimate provides well construction details.

The shallow wells will be drilled using hollow stem augers.

The intermediate wells will be drilled using hollow stem augers. Soil samples will be collected on five-foot centers by split spoon sampling inside the hollow stem augers. The intermediate wells and split spoon sampling will be performed to an approximate depth of 45 ft below land surface (bls).

The deep monitoring wells will be installed using mud rotary techniques. Split spoon samples will be collected on 5-foot centers from approximately 45 ft (depth of intermediate wells) to the depth that limestone is encountered in the boring (estimated at not deeper than 90 ft).

A qualified geologist will be on site during drilling to supervise the well construction, record lithology, and observe the well development. Detailed logs will be recorded for inclusion in the Contamination Assessment Report.

Based on our conversation with Mr. Walt Gossett of Nassau County, the county will be responsible for surveying the top of casing and ground level elevation of each monitoring well. Top of casing elevations and water level data will be used to construct groundwater contour maps for the shallow, intermediate, and deep zones.

Task 3 - Slug Tests

EMCON will perform slug tests on three shallow, intermediate, and deep monitoring wells to determine the hydraulic conductivity in each zone. The transmissivity of the saturated thickness of the aquifer penetrated by the monitoring wells will be calculated based on the hydraulic conductivity determined from the slug tests.

Task 4 - Prepare Contamination Assessment Report

We will compile the data collected during the assessment into a contamination assessment report (CAR) and submit it to FDEP. The CAR will include contour maps, plume maps, and the items outlined in the Contamination Assessment Plan and addenda.

Mr. Robert McIntyre
June 20, 1995
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Change Order 71506.002.012

BUDGET

The estimated cost to perform the proposed work is \$38,497.00 (see attached Cost Estimate). EMCON bills for time and materials, consistent with the attached Schedule of Charges.

The estimated cost and proposed scope of work are based on information available to EMCON at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification.

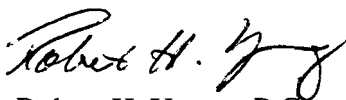
SCHEDULE

EMCON will begin work within 10 days of receiving authorization to proceed. Drilling activities should take approximately 2 to 3 weeks, depending on the weather. This proposal is valid for 60 days.

Please indicate your approval of the change order by signing the attached contract change order form. After you have signed one original, please return the entire document and retain the other original for your records. Any modifications to the attached language must be accepted by both parties. Please call if you have questions.

Sincerely,

EMCON



Robert H. Young, P.G.
Assistant Branch Manager

Attachments: Estimated Budget
 Schedule of Charges
 General Terms and Conditions
 Attachment 1
 Figure 1

cc/att: Contract Department

Cost Estimate
Monitoring Well Installation
Lofton Creek Landfill

Task 1 Permits and Access

Complete well completion reports, prepare letter to Nassau County engineer	\$350
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Task 2 Monitoring Well Installation

Shallow Wells

Install 4, 15-ft deep, 2-inch diameter monitoring wells with 10 feet of 0.01-inch slotted screen, includes above-grade protection and locking caps, at \$478/well; additional well footage at the unit rate of \$25/ft	1,912
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Intermediate Wells

Install 3, 45-ft deep, 2-inch diameter monitoring wells with 15 feet of 0.01-inch slotted screen, includes above-grade protection and locking caps, at \$900/well; additional well footage at the unit rate of \$20/ft	2,700
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Split spoon sampling on 5 ft centers at \$9/ft	1,215
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Deep Wells

Install 4, 90-ft deep, 2-inch diameter monitoring wells with 20 feet of 0.01-inch slotted screen, includes above-grade protection and locking caps, at \$3,910/well; additional well footage at the unit rate of \$44/ft	15,640
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Well development at 1/hr per well	700
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Steam cleaning	700
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Mobilization	300
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Hydrogeologist on site to supervise well construction, record lithology, and observe well development, 120 hr at \$65/hr	7,800
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Travel time for geologist, 10 days at 2 hr per day at \$65/hr	1,300
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Mileage	300
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Per diem	200
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Project Management, 4 hr at \$90/hr	360
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Task 3 Slug Tests

Perform slug tests on 3 wells in the shallow, intermediate, and deep zones. Hydrogeologist and technician, 10/hr at \$110/hr	1,100
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Task 4 Prepare CAR

Compile results of investigation and prepare contamination assessment report.

Hydrogeologist, 40 hr at \$65/hr	2,600
Senior hydrogeologist, 12 hr at \$90/hr	1,080
Senior technical review, 2 hr at \$120/hr	240

Project Total	\$38,497
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NOTE: Disposal of drill cuttings, if required, is not included in this cost estimate. The cost to remove and dispose of drums will be \$150.00 per drum.

EMCON

Contract Change Order No. 2

Issue Date <u>6/13/95</u> Client Name <u>Nassau County</u> EMCON Project No. <u>71506.002.012</u>																
EMCON Project Manager <u>Robert H. Young</u>	EMCON Task No. _____															
Client Contract/P.O. No. _____	Original Proposal No. _____															
Project Name/Location <u>Lofton Creek Landfill, Nassau County, Florida</u>																
Reasons for revisions to the scope and schedule of work: Install additional shallow, intermediate, and deep monitoring wells, as required in approved CAP addendum.																
Description of revision to the scope and schedule of work: Perform slug tests Install 4 shallow monitoring wells Install 3 intermediate monitoring wells Install 4 deep monitoring wells Provide supervision during drilling and record lithology Prepare CAR																
<table><tr><td>A.</td><td>Contract Amount</td><td>\$211,117</td></tr><tr><td>B.</td><td>Net Change By Previous Authorized Change Order(s)</td><td>6,254</td></tr><tr><td>C.</td><td>Contract Price Prior To This Change Order</td><td>217,371</td></tr><tr><td>D.</td><td>This Contract Change Order Will Increase The Contract Price By</td><td>38,497</td></tr><tr><td>E.</td><td>New Contract Price Including This Change Order</td><td>\$255,868</td></tr></table>		A.	Contract Amount	\$211,117	B.	Net Change By Previous Authorized Change Order(s)	6,254	C.	Contract Price Prior To This Change Order	217,371	D.	This Contract Change Order Will Increase The Contract Price By	38,497	E.	New Contract Price Including This Change Order	\$255,868
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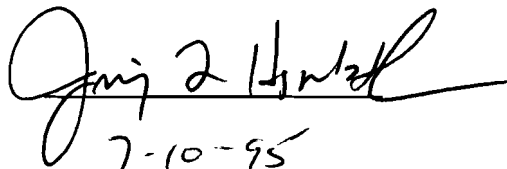
All other contract provisions remain in full force and effect and shall be undisturbed by this change order.

Agreed and Accepted:

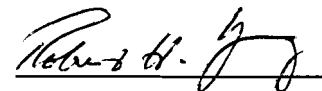
NASSAU COUNTY

EMCON

By:



By:



Date:

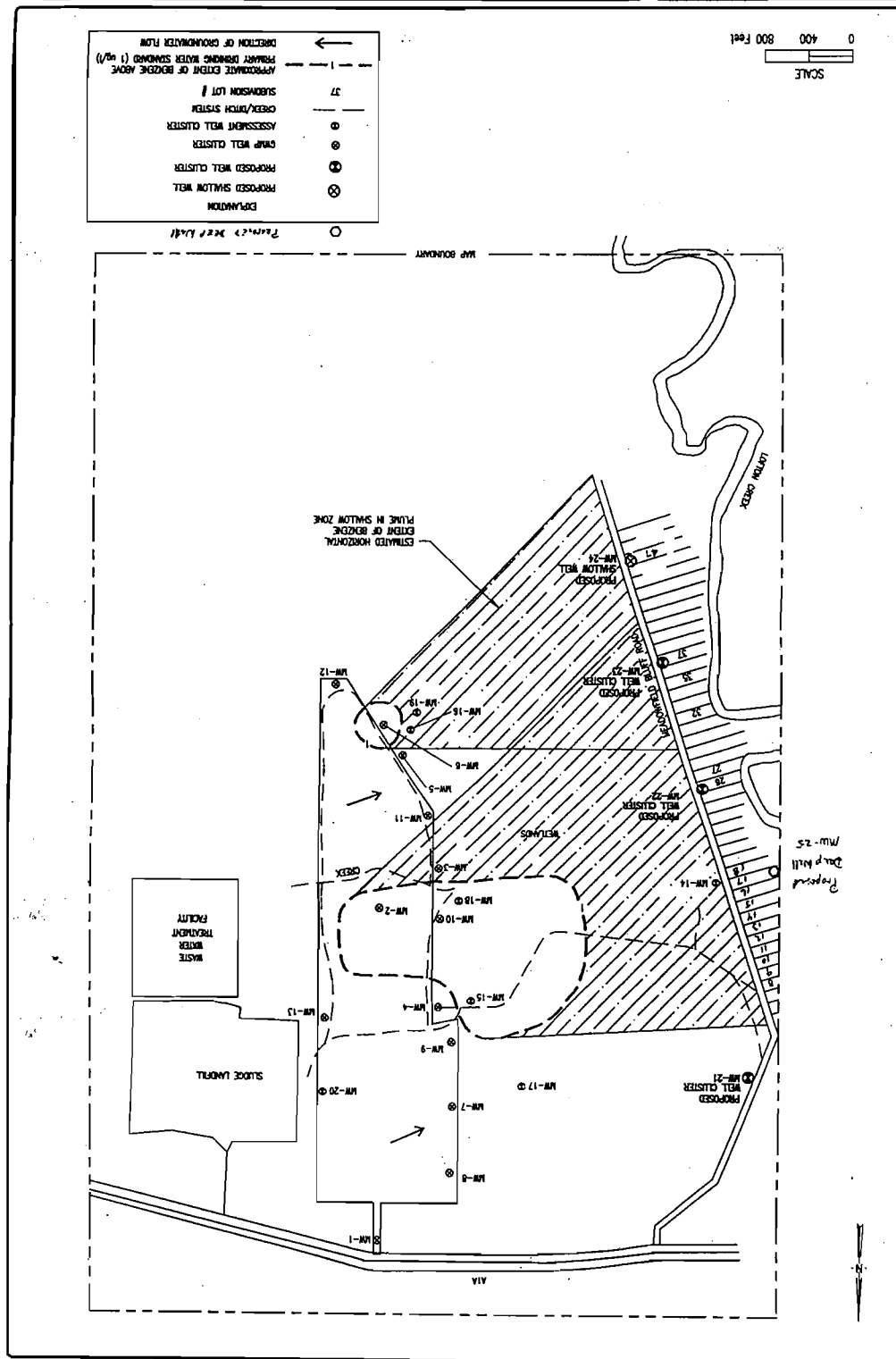
7-10-95

Date:

6/22/95

CONTAMINATION ASSESSMENT PLAN ADDENDUM III
LOFTON CREEK LANDFILL
MASSACHUSETTS
PROPOSED SHALLOW WELL LOCATIONS

FIGURE
1
PROJECT NO.
71506.002.012





SCHEDULE OF CHARGES

Effective January 1, 1995

PERSONNEL CHARGES

Professional		Rate Per Hour
Senior Managers/Technical Review		
Project Managers		\$99 - 125/hr
Senior Technical Staff		\$82 - 120/hr
Certified Industrial Hygienists/Toxicologists		\$89 - 120/hr
Project Staff		\$82 - 120/hr
Technical		
Field Technicians		
Drafters/CAD Operators		\$37 - 65/hr
Technical Writers/Editors		\$46 - 51/hr
Project Assistants		\$58 - 82/hr
Non-technical		
Office Services		
		\$32 - 39/hr

Depositions and Expert Witness Testimony, including preparation time, will be charged at 150% of the above rates.

Travel Time will be charged in accordance with the above rates, up to a maximum of 8 hours per day.

OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished directly by EMCON will be billed at cost plus 15%. Such charges may include, but shall not be limited to, the following:

Printing and photographic reproduction	Rental and operation of drilling equipment
Rented vehicles	Rented field equipment
Transportation on public carriers	Shipping charges
Subconsultants	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials
Laboratories	Courier services
Special drafting and printing	

COMMUNICATIONS

The cost of communications, including telephone charges, facsimile, express mail, postage, and routine copying costs will be charged at a flat rate of 3% of total labor charges.

DIRECT CHARGES

Xerox reproduction - black and white, per sheet (non-routine)	\$0.15
Xerox reproduction - color, per sheet	\$1.25
Blueprints, per square foot.....	\$0.25
Mylar, per square foot	\$1.75
Auto, per mile.....	\$0.35
Truck, per mile	\$0.40
Storage of samples, per month per container*	\$5.00
Disposal of samples, per container*	\$50.00
CAD laser plots - Vellum, per square foot.....	\$1.00
CAD laser plots - Mylar, per square foot.....	\$2.50

* A container is defined as a standard core box, a capped Shelby tube, or a sealed 5-gallon bucket.

COMPUTER CHARGES

CAD/Modeling	\$15/hr
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SUPPLEMENTAL SCHEDULES OF CHARGES

- Soils Laboratory
- Chargeable Equipment
- Chemical Laboratory
- Drilling

Rate Changes

Schedule of Charges and Supplemental Schedules of Charges are subject to change without notice.

Payment

Monthly invoices are to be paid within 30 days from invoice date. Interest on late payments will be charged at the rate of 18% per annum.

GENERAL TERMS AND CONDITIONS

PROFESSIONAL RESPONSIBILITY. EMCON shall perform services consistent with skill and care ordinarily exercised by other professional consultants under similar circumstances at the time services are performed, subject to any limitations established by CLIENT as to degree of care, time or expense to be incurred or other limitations of this Agreement. No other representation, warranty or guaranty, express or implied, is included in or intended by EMCON's services, proposals, agreements or reports.

RELATIONSHIP OF PARTIES. Nothing shall be construed or interpreted as requiring EMCON to assume the status of owner, operator, generator, person who arranges for disposal, transporter or storer, as those terms or any other similar terms are used in any federal state or local statute, regulation, ordinance or order governing the treatment, handling, storage or disposal of any toxic or hazardous substance or waste.

BILLING AND PAYMENT. Invoices will be submitted monthly and shall be due and payable on receipt. Interest at the rate of one and one-half percent (1.5%), but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. EMCON may, at its option, withhold delivery of reports or any other data pending receipt of payment for services rendered.

LIMITATION OF LIABILITY. In consideration of potential liabilities which may be disproportionate to the fees to be earned by EMCON, CLIENT agrees to limit the liability of EMCON, its officers, directors, shareholders, employees, agents, and representatives to CLIENT for all claims or legal proceedings of any type arising out of or relating to the performance of services under this Agreement (including but not limited to EMCON's breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of EMCON's fee. Failure of CLIENT to give written notice to EMCON of any claim of negligent act, error or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. Neither party shall be liable for any indirect, special or consequential loss or damages arising from this Agreement.

INDEMNIFICATION. Subject to the limitation of liability above, each party agrees to indemnify, defend and hold harmless the other from any claim, suit, liability, damage, injury, cost or expense, including attorneys fees, (hereafter collectively called "Loss") arising out of a) breach of this Agreement or b) willful misconduct or negligence in connection with the performance of this Agreement.

In addition to and without limiting the generality of the foregoing, CLIENT agrees to indemnify EMCON to the fullest extent permitted by law against any Loss (whether or not under CERCLA, RCRA or any other similar federal, state or local environmental regulation, order or ordinance) a) arising out of any actual or potential environmental contamination or pollution, including without limitation, any actual or threatened release of toxic or hazardous materials, unless the result of EMCON's willful misconduct or professional negligence, b) arising out of any acts taken or alleged failure to act with respect to matters covered in the section titled REPORTING AND DISPOSAL, or c) in excess of the liability limit set forth in the section titled LIMITATION OF LIABILITY above.

TIME OF PERFORMANCE. EMCON makes no warranties regarding the time of completion of services and shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond EMCON's control. Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays will extend completion dates commensurately.

CHANGED CONDITIONS. If, during the course of the performance of Services, conditions or circumstances develop or are discovered which were not contemplated by EMCON and which materially affect EMCON's ability to perform or which would materially increase the costs to EMCON of performing, then EMCON will notify CLIENT in writing, and EMCON and CLIENT shall renegotiate in good faith the terms of this Agreement within thirty (30) days. Alternatively, either party shall thereupon have the right to terminate the Agreement; provided, however, that upon any such termination, EMCON shall be compensated for services rendered to the date of termination.

HAZARDOUS OR UNSAFE CONDITIONS. CLIENT has fully informed EMCON of, and shall immediately inform EMCON when it becomes aware of any new information regarding, the type, quantity and location of any hazardous, toxic or dangerous materials or unsafe or unhealthy conditions known or suspected at all real property where services are to be performed ("the Project Site"). Fees shall be adjusted to compensate EMCON if conditions require EMCON to take emergency measures to protect the health and safety of the parties, the public or the environment.

SUBSURFACE OBSTRUCTIONS. CLIENT shall supply to EMCON plans which designate the location of all subsurface structures at the Project Site, and shall be responsible for any damage and shall indemnify EMCON for all Loss inadvertently caused by EMCON to any structure not so designated, or by CLIENT's inaccurate identification of underground obstructions. CLIENT warrants the accuracy of any information so supplied and understands and agrees that EMCON is entitled to and may rely on the accuracy of any and all information so supplied without independently verifying its accuracy.

RIGHT OF ENTRY. CLIENT agrees to grant or arrange for right of entry at the Project Site, whether or not owned by CLIENT. The cost of repairing any reasonably unavoidable damages is not part of the services or fee contemplated by this Agreement and shall be borne by CLIENT.

REPORTING AND DISPOSAL. CLIENT shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any hazardous, toxic or dangerous materials on or in the Project Site or discovered during performance of this Agreement. If requested by CLIENT, EMCON may, at its option, agree to notify such agencies on behalf of CLIENT, as CLIENT's agent. CLIENT shall be solely responsible for arranging for and paying the costs to lawfully transport, store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes and samples.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries of this Agreement entitled to rely on any work performed or reports prepared by EMCON hereunder for any purpose. CLIENT shall indemnify and hold EMCON harmless against any liability for any Loss arising out of or relating to reliance by any third party on any work performed or reports issued hereunder.

DESIGNS AND DISCOVERIES; OWNERSHIP AND REUSE. All designs, ideas, discoveries, inventions or improvements utilized or developed by EMCON hereunder shall be deemed property of EMCON. CLIENT is given no right in the form of ownership or license to such items. Any documents furnished by EMCON are not intended or represented as suitable for reuse by CLIENT or others; any reuse without specific written approval and/or adaptation by EMCON for the specific purpose intended will be at the reuser's sole risk and without liability or exposure to EMCON. Any transfer of electronic data hereunder is solely for CLIENT's convenience "as is" without warranty as to contents, and is not project deliverable unless specifically agreed to the contrary. EMCON disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose.

The prevailing party in any action to enforce or interpret provisions of this Agreement shall be entitled to recover all reasonable fees, costs and expenses, including staff time at current billing rates, court costs and other claim-related expenses. If EMCON is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by EMCON, CLIENT agrees to pay all costs and expenses incurred by EMCON not reimbursed by others in responding to such order, including attorneys fees, staff time at current billing rates and reproduction expenses. Any provisions of this Agreement held in violation of any law shall be deemed stricken and all remaining provisions will remain binding on the parties. The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement. This Agreement, consisting of all documents attached hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral agreements with respect to the subject matter hereof. No amendment hereto will be binding unless reduced to writing and signed by authorized representatives of each party. This Agreement shall be subject to the laws of the state from which services of EMCON are procured.

ATTACHMENT 1

ATT. MARK SANTARELL
EMCON SOUTH EAST
PH. 904-636-9360
FAX. 904-636-9356

FREEMAN WELL DRILLERS INC.
606 SO 6 STREET
FRENANDINA BEACH FLORIDA
32034 JUNE 5, 1995
ESTIMATE MEADOWFIELD BLUFF

4--- 2" MONITORING WELL -
WITH APPROX. 65" OF SURFACE CASION GROUTED
IN WITH 2" OF GROUT. 70" OF 2" SCH 40 PVC. - 20' OF
0.010 SLOT PVC WELL SCREEN SET WITH 20-30 SILICA
SAND, AND GROUTED IN.

4 @ \$ 3400.00 ECH. \$13,600.00

3--- 2" PVC INTERMEDIATE MONITORING WELLS WITH 40'
SCH. 40 PIPE, 15' OF 2" PVC .010 SLOT SCREEN, WELL
PROTECTOR AND 2' X2' CONCRETE SLAB.

3--- @ \$1,350.00 ech. \$4,500.00

4-- 2" PVC SHALLOW MONITORING WELLS WITH 5' OF
2" SCH 40 PIPE, 15' OF 2" .010 SLOT PVC SCREEN WITH PROTECTOR
AND 2' X2' CONCRETE SLAB.

4 @ 750.00 ECH \$ 3,000.00

TOTAL OF ESTIMATE-----\$21,100.00

SINCERELY
GEORGE W. FREEMAN V.P.
PH. 261-5216---FAX. 321-0747

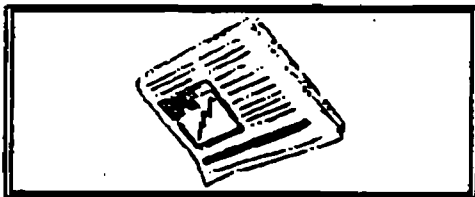
IF YOU DO NOT RECEIVE ALL THE PAGES INDICATED, OR IF YOU UNEXPECTEDLY RECEIVE THIS TRANSMITTAL, PLEASE DISPOSE OF IT AND CONTACT US IMMEDIATELY AT THE NUMBER LISTED ABOVE.
THANK YOU!

MESSAGE:

TOTAL PAGES INCLUDING TRANSMITTAL SHEET: 2

DATE: June 8, 1995
FROM: Doug Leonhardt
FAX # (904) 636-9356
STATE: Florida
CITY: Jacksonville
FIRM: Emcon Southeast
Mark Santarelli!
PLEASE DELIVER TO:

IMPORTANT NEWS



FAX TRANSMITTAL SHEET

ENVIRONMENTAL
DRILLING SERVICE INC.
4712 OLD WINTER GARDEN RD. • ORLANDO, FLA. 32811
407-295-3532 • FAX 407-296-3957



**ENVIRONMENTAL
DRILLING SERVICE INC.**4712 OLD WINTER GARDEN RD. • ORLANDO, FLA. 32811
407-295-3532 • FAX 407-296-3357

May 30, 1995

Proposal for drilling services at Lofton Creek Landfill
Nassau County, Florida

Emcon Southeast project #7150-002-012

4	2"x90' Monitor wells with 20' of .010 slot PVC screen, 6"x70' PVC surface casings, above- grade protectors and locking caps	\$15,960.00
3	2"x45' Monitor wells with 15' of .010 slot PVC screen, abovegrade protectors and locking caps	2,685.00
4	2"x15' Monitor wells with 10' of .010 slot PVC screen, abovegrade protectors and locking caps	1,660.00
11	5' interval SPTs, in conjunction with well installations - 555' total	3,885.00
7	Well developments	350.00
7	Steamcleaning operations	350.00
8	Overnight charges	1,200.00
1	Mobilization charge	<u>300.00</u>
TOTAL		<u>\$26,390.00</u>

ATEC Associates, Inc.
6600-1 Youngerman Circle
Jacksonville, Florida 32244-3745
[904] 771-3055, FAX # [904] 771-2977



TO: *Mr. Robert Young*
FROM: *Robert Young*
TOPIC: *Emergency Operation Area*
NUMBER OF PAGES: 5 (INCLUDING COVER SHEET)
DATE OF TRANSMISSION: 6-9 TIME: 4:15

IF YOU HAVE ANY QUESTIONS REGARDING THE TRANSMISSION OF THIS MESSAGE, PLEASE CONTACT:

June 9, 1995

Mr. Robert Young

Emcon Southeast

8021 Phillips Hwy., Suite 12

Jacksonville, Florida 32256

Re: Proposal to Provide Environmental Drilling Services

Lorton Creek Landfill

Nassau, Florida

ATEC Proposal No. 95-13407

Dear Mr. Young:

Pursuant to your request, ATEC Jacksonville is pleased to provide this proposal and cost estimate for your consideration. It is our understanding that Emcon Southeast (Emcon) requires the installation of four (4) shallow, three (3) intermediate and four (4) deep groundwater monitoring wells at the above referenced site in Nassau, Florida. The scope listed herein was developed from limited data provided by you in a verbal request of June 8, 1995, and therefore may not represent the site conditions (both above and below land surface) to their fullest. This estimate is based on "normal", non-complicating site conditions, and if site conditions lead to difficulty in drilling, additional costs may be incurred.

The shallow monitoring wells will be installed with the hollow stem auger method, will have 10-foot screened interval, machine slotted at 0.010 inches, with a total depth not exceeding 15 feet below land surface (BLS) and will be constructed of flush coupled Schedule 40 PVC.

The intermediate monitoring wells will be installed with the hollow stem auger method, will have 15-foot screened interval, machine slotted at 0.010 inches, with a total depth not exceeding 45 feet BLS and will be constructed of flush coupled Schedule 40 PVC.

The deep monitoring wells will be of similar construction, except it will have a 20-foot screened interval, a total depth not exceeding 90 feet, and will be sealed within a 70-foot surface casing constructed of 6-inch PVC. The deep monitoring wells and the surface casings will be installed by the hollow stem auger and/or mud rotary methods.

Each well will be completed with a 4-inch steel aboveground protective housing, a 2x2 foot concrete pad and fitted with a locking expansion plug cap. The wells will be developed for one hour by pumping or until the effluent clarity has stabilized. All downhole drilling tools will be decontaminated with high-pressure hot water before each boring to prevent cross contamination. Drill cuttings, well development purge water, and decontamination rinse will be contained at the attached unit rate, if required. The drums will be staged on-site at the direction of Emcon.

Mr. Robert Young
ATEC Proposal No. 95-13407
June 9, 1995

Page 2

The estimated fee for this project (on a not-to-exceed basis) is **\$21,790.00**. This figure is based on ATEC's standard unit fees applied to the estimated quantities as follows:

Mobilization/Demobilization, lump sum	\$ 250.00
Shallow Monitoring Wells, 4 at \$450.00/each	\$ 1,800.00
Intermediate Monitoring Wells, 3 at \$980.00/each	\$ 2,940.50
Deep Monitoring Wells, 4 at \$4200.00/each	<u>\$16,800.00</u>
TOTAL	\$21,790.00

Possible Additional Costs

Split Spoon Sample collection	\$ 15.00/spoon
Drumming of IDW (includes drum)	\$ 50.00/drum
Additional Footage of 2-inch well	\$ 25.30/foot
Additional Well Development	\$ 45.00/hour

It is assumed that all field work will be performed under OSHA Level D personal protection. If a higher level of protection is required, then drilling fees will be marked up 25% for Level C and 50% for Level B. ATEC field personnel will utilize GTI's site Safety Plan. Also, it is understood that the Client will have all underground utilities cleared and marked prior to drilling.

ATEC Associates, Inc. appreciates the opportunity to quote on your company's drilling requirements and hopes our proposal warrants favorable consideration. Should you desire us to proceed with these services, we would require your written authorization by intercompany workorder.

Also, if ATEC is selected to perform these drilling services, it would be advantageous to have at least one (1) week notice, with a site location, a site plan, site address and owner(s). If you should have any questions regarding this quote, do not hesitate to call at (904)771-3055.

Respectfully submitted,

American Testing and Engineering Corporation,
d/b/a/ ATEC Associates, Inc.


Scott A. Davidson, P.G.
Jacksonville District Manager

SAD/slf
P14-95-95-13407.BS

ATEC ASSOCIATES, INC.
PROPOSAL ACCEPTANCE AGREEMENT

Description of Services: Environmental Drilling Services

Project Name: Lofton Creek Landfill

Project Location: Nassau, Florida

ATEC Proposal# and Date: 95-013407 Dated: June 09, 1995

FOR APPROVAL AND PAYMENT OF CHARGES:

Invoices will be charged and mailed to the account of:

Firm: Emcon Southeast

Address: 8021 Phillips Highway, Suite 12

City/State/Zip: Jacksonville, Florida 32256

Attention: Mr. Robert Young
636-9360 ext. 114 Fax: 636-9356

Acknowledging and agreeing to the attached General Terms and Conditions

PROPOSAL ACCEPTED BY: _____

(Signature and Title)

_____ Date

Property Owner Identification (If Other Than Above)

Name/Telephone: _____

Street Address: _____

City/State/Zip: _____

Attention/Title: _____

This AGREEMENT together with the proposal, Unit Fee Schedule, and General Terms and Conditions constitute the entire agreement between client and ATEC and supersedes all prior written and oral understandings. Please note that ATEC reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance Agreement or other written authorization.

Invoice for completed work be issued every month for continuous or extended projects unless otherwise agreed. **TERMS ARE NET 30 DAYS.**

SPECIAL INSTRUCTIONS: _____

- ☐ General Terms and Conditions
- ☐ Environmental Services Terms and Conditions
- ☐ Geotechnical Services Terms and Conditions
- ☐ Construction Services Terms and Conditions
- ☐ Phase I Environmental Site Assessments General Terms and Conditions



GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

ATEC Associates, Inc. (ATEC) shall only be required to perform the services specified in this contract and Client shall compensate ATEC at the rates shown on the attached fee schedules. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). ATEC will provide additional services at the listed standard rates. Unless otherwise stated in the proposal, ATEC must receive acceptance of the proposal within ninety (90) days, or the proposal may no longer be valid.

2. RIGHT OF ENTRY

Client grants to ATEC the right of entry to the project site by its employees, agents and subcontractors, to perform the service and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to ATEC that it has the authority and permission of the owner and occupant of the site to grant right of entry to ATEC.

3. PAYMENT TERMS

ATEC will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the contract. Payment is due within thirty (30) days from invoice date, regardless of whether Client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

4. OWNERSHIP OF DOCUMENTS

All materials and documents produced, created or obtained by ATEC under this contract, are instruments of ATEC's service, but shall be property of Client. ATEC shall have the right to retain copies of all such materials. Unless otherwise specified, ATEC shall have no obligation to retain any documents for more than one (1) year or as required by applicable law, whichever is longer governing.

5. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. EXCEPT AS SET FORTH HEREIN, ATEC MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE,

CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY ATEC TO CLIENT. Client agrees to give ATEC written notice of any breach or default under this section and to give ATEC a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATEC, as a condition precedent to any claim for damages.

6. RISK ALLOCATION

Due to the very limited benefit ATEC will derive from this project compared to that of other parties involved, including Client, Client agrees to limit ATEC's liability to Client, or any other party using or relying on ATEC's work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence or other legal theory, such that the total aggregate liability of ATEC to all those named shall not exceed \$50,000 or ATEC's total fee for the services rendered on this project, whichever is greater. ATEC will waive this limitation up to \$1,000,000 upon Client's request and agreement in writing to pay an additional consideration of 10% of ATEC's total fee or \$500, whichever is greater. This sum shall be a Waiver of Limitation of Liability Charge and will not be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved. If the results of ATEC's services will be used to aid in the development of drawings and specifications for construction, Client agrees to require other design professionals, the contractor and its subcontractors selected for such construction to agree to an identical limitation of ATEC's liability for damages suffered by other design professionals, the contractor or subcontractor arising from ATEC's professional acts, errors or omissions.

7. INSURANCE & GENERAL LIABILITY

ATEC maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. ATEC has insurance coverage under public liability and property damage which ATEC deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request.

8. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event ATEC determines there may be a significant risk that ATEC's invoices may not be paid on a timely basis, ATEC may suspend performance and/or retain any reports or other information until Client provides ATEC with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that timeframe,

or the party seeking termination revokes its notice. Either party may, without cause, terminate this contract upon providing thirty (30) days written notice to the other party.

9. ASSIGNS

This contract may be amended only by written instrument and signed by both parties. Client shall not assign this proposal or any reports or information generated pursuant to this proposal without the written consent of ATEC.

10. CONFLICTS

Should any element of the Terms and Conditions deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action may be brought against ATEC arising from its performance of services under this contract, whether for breach of contract, tort or otherwise, unless ATEC shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in ATEC's performance or other breach.

11. SAFETY

ATEC's responsibility for the safety on site shall be limited to its own personnel and its subcontractor and any other persons who are directly involved with ATEC's work on site. This shall not be construed to relieve Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of ATEC, nor the presence of ATEC's employees and its subcontractors shall be construed to imply ATEC has any responsibility for any activities on site performed by personnel other than ATEC's employees or subcontractors. Additionally, ATEC shall, if so requested, reasonably comply with the requirements of any applicable health and safety plan provided to it by Client.

12. ARBITRATION

If a claim is made against ATEC for inadequate, negligent or improper performance of services by ATEC pursuant to this contract, any party to this contract may demand that any such disputes be determined by arbitration. In that event, the party alleging such deficient performance will select an arbitrator and ATEC will select an arbitrator. The two arbitrators will then select a third arbitrator. If those two arbitrators cannot agree on the third arbitrator within thirty (30) days, the judge of a court having jurisdiction will appoint the third arbitrator. Each party will pay the arbitrator selected by that party and the expense of the third arbitrator and all other expenses of arbitration will be shared equally. Arbitration will take place in the County of Marion, State

of Indiana. Federal court rules governing discovery procedures will apply. The arbitration shall be governed by the Federal Arbitration Act and shall be conducted consistent with the arbitration rules as then promulgated by the American Arbitration Association. The decision in writing of any two arbitrators will be binding subject to the terms of this contract.

13. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to the whether such damages are caused by breach of contract or warranty, negligent act or omission or other wrongful act.

14. DELAYS IN WORK

ATEC will charge Client at standard rates for stand-by or non-productive time for delays in ATEC's work caused by Client or Client's contractors unless otherwise specifically provided for in the contract.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold ATEC liable for problems that may occur if ATEC's recommendations are not followed and waives any claim against ATEC, and agrees to defend, indemnify and hold ATEC harmless from any claim or liability for injury or loss that results from failure to implement ATEC's recommendations.

16. FORCE MAJEURE

Neither Client nor ATEC shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of governmental authorities, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in ATEC's report, are based on information furnished by others and/or estimates made by ATEC's personnel and are only considered approximations, unless otherwise stated. ATEC may deviate a reasonable distance from any test or sampling location specified by Client. If, in order to complete a given boring to its designated depth, a re-drilling is necessitated by encountering impenetrable subsurface objects, all work, including the original boring and all re-drilling, will be charged for at the appropriate rates in the fee schedule.