

NuCleaner



Tooele County Council Agenda Item Summary

Department Making Request:

Managers

Meeting Date:

2/15/2021

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: _____

Grant
With County Match

Contract
More than 1 yr.

Exp date: _____

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ 75,000

Item Title: Phase One NuCleaners Clean up

Please answer the who? what? when? why?

Last year a environmental study was done on the NuCleaner property. The result of the study put this building and Tooele County on the States list of "HOT" properties to be cleaned up. Phase one will include the building demolition, removal and a deep dive testing to determine how much and how deep the contaminants are. We would like to request a soul source bid to use Wasatch Enviromental to do phase one. They have come highly recomended from Bryan Slade and the EPA.

List who needs copies when approved:

Mr. Bryan Slade
Tooele County Health Department
151 North Main Street
Tooele, Utah 84074

February 2, 2022
Project No: 2562-001B

SUBJECT: Proposal for Building Demolition and Subsurface Investigation Activities
NU Cleaners
53 East Vine Street
Tooele, Utah

In accordance with your request, Wasatch Environmental, Inc., (Wasatch) has prepared this proposal for conducting building demolition and subsurface investigation activities at NU Cleaners property (Site), located at 53 East Vine Street in Tooele, Utah. The proposed activities would consist of demolishing the on-Site building (except for the floor slabs and paved surfaces) and disposal of the demolition debris, advancing seven soil borings at the Site to facilitate the collection and analysis of soil samples, the completion of a ground penetrating radar (GPR) survey, and the installation of a nested vapor monitoring well to facilitate the collection of deep soil samples and deep soil gas samples.

BACKGROUND

In 2021, Mr. Bryan Slade with the Tooele County Health Department (TCHD) contacted Wasatch and requested that investigations be completed at the Site to determine if a release of dry cleaner chemicals has occurred at the Site.

In May 2021, Wasatch completed site mapping and sub-slab soil gas sampling activities at the Site. The purpose of that investigation was to survey potential release points within the Site, evaluate soil gas concentrations to determine if a release of typical dry-cleaning chemicals has occurred at the Site, and evaluate the potential risk for vapor intrusion.

Wasatch collected four sub-slab soil gas samples from within the on-Site building to evaluate the soil gas concentrations present. The sample locations were biased to potential release areas. Soil gas with elevated chlorinated solvents (tetrachloroethene [PCE] and trichloroethene [TCE]), typical chemicals used during the dry cleaning process, were detected at concentrations that exceeded United States Environmental Protection Agency (U.S. EPA) Vapor Intrusion Screening Levels (VISL) for Residential and Commercial Target Sub-Slab and Near-Source Soil Gas Concentrations (TSSGCs).

Based on the results of the soil gas sampling, Wasatch concluded that a significant release of chlorinated solvents has occurred at the Site as a result of dry cleaning activities, which represents a vapor intrusion risk.

Given the totality of the data, Wasatch recommended the following:

- This release be reported to the Utah Division of Waste Management and Radiation Control or the Utah Voluntary Cleanup Program.
- Additional investigations be completed to define the nature and extent of the impacts to the subsurface and to determine if impacts have migrated beyond the Site boundaries.
- Given that the former dry cleaner adjoins the western wall of a senior center, Wasatch recommends that sub-slab soil gas samples be collected from beneath the senior center to evaluate potential vapor intrusion risks and determine if mitigation measures are warranted.

Wasatch also stated that if the Site was planned to be occupied, that the vapor intrusion risks be mitigated through the use of a vapor barrier or adequate sub-slab depressurization system.

Based on the recommendations, the Client requested that Wasatch provide regulatory and field support to obtain closure of this release.

SCOPE OF SERVICES

Regulatory Support

Wasatch would provide all environmental due diligence and investigation reports to the regulatory agency that is chosen for this release and would author and submit a work plan to this regulatory agency for approval. Wasatch would request that the regulatory agency concur with all work plans prior to commencing with subsurface investigation activities. Wasatch would also provide all regulatory support required to complete this work (i.e., meetings, client communications, and regulatory communications).

Building Demolition Activities

Due to the design of the current on-Site building and the presumed location of chlorinated solvent impacts, soil borings cannot be completed. Given this, the Client has requested that the on-Site building be demolished to facilitate the subsurface investigation activities. Wasatch will bid and select a demolition subcontractor to removal all vertical structures at the Site including the on-Site building (down to the floor slabs), the metals sign located on the southern portion of the Site, and the power pole located directly adjacent to the southern building wall. Additionally, this subcontractor will terminate all utilities to the Site, including but may not be limited to, power, municipal water, sewer, and communications (if required). Wasatch will supervise all demolition activities and verify that the demolition waste is properly disposed.

Wasatch will not remove the concrete floor slabs or the paved areas of the Site at this time, to prevent completion of potential exposure routes to impacted soils. The floor slabs and paved area will be removed during remedial activities at the Site or during redevelopment of the Site.

Wasatch will complete all pre-demolition sampling required to demolish the Site.

To identify asbestos-containing building material as part of the inspection activities, Wasatch will provide Utah-certified asbestos inspectors and follow the applicable asbestos sampling protocol outlined in Asbestos Hazard Emergency Response Act (AHERA) and Utah Division of Air Quality Regulations, R307-801-10. Sample collection will generally follow the protocol outlined in AHERA.

For surfacing materials, we will apply the 3-5-7 Rule which requires that a minimum of three samples be collected for homogenous materials encompassing less than 1,000 square feet, a minimum of five samples be collected for materials encompassing between 1,000 and 5,000 square feet, and a minimum of seven samples be collected for materials encompassing greater than 5,000 square feet. A "homogenous" material will be determined by the same color, texture, size, and boundary of the building.

For thermal system insulation (TSI), a minimum of three samples per homogenous area will be collected. No samples will be collected from any homogenous area of TSI if the inspector determines that the TSI is fiberglass, foam, rubber, or other non-asbestos containing material (ACM). AHERA requires that miscellaneous materials be sampled "in a manner sufficient to determine" per homogenous material.

Asbestos samples will be transported to a laboratory accredited by the National Voluntary Lab Accreditation Program (NVLAP). The samples will be analyzed for asbestos content by polarized light microscopy according to United States Environmental Protection Agency EPA 600/R-93-116.

Following receipt of the laboratory results, an Asbestos Survey report will be issued that will identify the materials and estimated quantities of confirmed or assumed asbestos-containing building materials.

Subsurface Investigation Activities

These activities will include several related subtasks.

Soil Sampling and VMW Installation

A drilling subcontractor will be secured to advance four direct-push soil borings to 30 feet below ground surface (bgs), three direct-push soil borings to 50 feet bgs, and one overburden drilling excentric (ODEX) soil boring to 100 feet bgs. The direct-push soil borings will be advanced in 5-foot increments using a GeoProbe 7822 DT drill rig. Soil cores will be collected from 5-foot long by 1.5-inch diameter discrete interval push samplers equipped with disposable polybutyrate liners. Soil cores will be field screened with a MiniRae 3000 photoionization detector (PID) equipped with an 11.7 electronvolt lamp. The soil cores will be field logged by an experienced geologist.

Three soil samples will be collected from each direct-push boring. The upper soil samples will be collected within the upper 5 feet, the intermediate soil sample will be collected from the depth interval where the highest degree of environmental impact is observed (i.e., elevated PID measurement, odor, and observations of soil staining), and the lower soil samples will be collected from a depth below any observed impacts, to define the vertical extent of soil impacts. The soil samples will be collected into appropriate containers, immediately placed in iced coolers, and submitted under chain-of-custody to a Utah-certified laboratory for analysis of volatile organic compounds (VOCs) using U.S. EPA Method 8260D by collection Method 5035A.

One ODEX boring will be advanced to a depth of 100 feet bgs to evaluate the vertical extent of PCE impacts previously identified in this area. The boring will be advanced in 5-foot increments. Because direct-push drilling will be completed in close proximity to this location, which will identify soil impacts to 50 feet depth, split spoon samples will be collected at 60 feet, 70 feet, 80 feet, 90 feet, and 100 feet bgs for interpretation of lithology and to facilitate the collection of five soil samples to be submitted for laboratory analysis. The soil samples will be field screened with a MiniRae 3000 PID equipped with an 11.7 electronvolt lamp. Soil samples collected for laboratory analysis will be collected with gloved hands, placed into appropriate sample containers, and immediately placed on ice and/or dry ice as required. Between each sample interval the split spoon sampler will be decontaminated using an Alconox® wash, and triple rinsed with deionized or distilled water. Soil samples will be delivered under chain-of-custody to a Utah Certified lab for analysis of VOCs using U.S. EPA Method 8260D by collection Method 5035A. Soil cuttings will be collected when available and logged according to soil type (Unified Soil Classification), color, and moisture content.

Three blind field duplicates and two matrix spike/matrix spike duplicate (MS/MSD) soil samples will be collected during the soil sampling activities to meet regulatory standards. Additionally, one trip blank sample will be placed within each sample cooler containing samples collected for VOC analyses to verify cross-contamination did not occur during transport.

After the 100-foot ODEX boring is completed, a series of permanent soil gas monitoring points will be installed at various depths to allow for discrete interval monitoring of the soil gas within the suspected source area. These depths will be determined based on field observations but will likely be at approximately 20 feet, 40 feet, 60 feet, 80 feet, and 100 feet bgs (5 monitoring points). Approximately 2 feet of sand pack will be installed for each soil gas monitoring point (placed a minimum of 6 inches above and 6 inches below the soil gas monitoring point). The soil gas monitoring points will be sealed and isolated from each other using a 1-foot layer of granular bentonite followed by a minimum of 4 feet of hydrated granular bentonite. The remainder of the interval between the bentonite seals will be filled with medium bentonite chips and hydrated. Teflon lined tubing (¼-inch outside diameter [O.D.]) will be installed from the ground surface to each soil gas monitoring point. The tubing for each monitoring point will be permanently labeled with the depth of the monitoring point. The tubing will be cut to a length that

can be rolled-up inside the manhole. Each tubing length will be capped upon completion. The ODEX boring will be completed at the ground surface with a 12-inch diameter, traffic rated, manhole which will house and protect the tubing for the soil gas monitoring points.

Approximately 48 hours after the installation of the soil gas monitoring points, Wasatch will collect one round of soil gas samples from the soil gas monitoring points installed in the ODEX boring. Prior to attaching the tubing to the Summa canisters, approximately one to three tubing volumes of soil gas will be removed from the tubing. The soil gas samples will be collected using 6-liter Summa canisters with a 30-minute sample duration. Initial vacuums will be recorded on the chain-of-custody form. A sample regulator with a flow restrictor will be provided by the analytical laboratory for each Summa Canister. A sample regulator will be attached to each of the Summa canisters. The tubing will then be attached to the sample regulator and the valve on the Summa canister will be opened for each sample. The vacuum gauges on the sample regulators will be monitored, with decreasing vacuums indicating that sub-slab soil gas is being collected into the Summa canisters. Final vacuums will be recorded on the chain-of-custody form. The valves on the Summa canisters will then be closed, sample regulators removed, and a brass cap tightened to the inlet of the Summa canisters.

The Summa canisters will be labeled with the appropriate sample location, as well as initial and final vacuum readings. Chain-of-custody documentation will be completed, and the samples will be delivered to a Utah certified laboratory for PCE and its degradation products analysis using U.S. EPA Method TO-15.

All samples collected will be analyzed with a laboratory Quality Control level of 3 or its equivalent.

In addition to the borings to be completed Wasatch will complete a ground penetrating radar (GPR) survey of the building to attempt to locate any underground anomalies of concern.

Waste Characterization & Disposal

A waste profile will be completed and accepted by the receiving disposal facility. Soil cuttings remaining after the sampling is completed will be contained in 55-gallon drums and characterized for proper disposal. Soil waste characterization samples will be collected as a composite sample, using gloved hands, placed in appropriate laboratory-supplied sample containers, and immediately placed on ice. Soil waste characterization samples will be delivered under chain-of-custody to American West Analytical Laboratories (AWAL) for analysis of pH using U.S. EPA Method 9045D, reactivity, ignitability using U.S. EPA Method 1010A, Resource Conservation and Recovery Act (RCRA), D and F-list toxicity characteristic leaching procedure (TCLP) and total VOCs using U.S. EPA Method 8260D, RCRA D and F-list TCLP and total semi-volatile organic compounds (SVOCs) using U.S. EPA Method 8270D, and RCRA D and F-list TCLP and total metals using U.S. EPA Method 6020B and 7470A/7471B.

Report Preparation

Wasatch will produce an investigation report which would include narrative text, data tables, site/sample maps, boring logs, and laboratory analytical reports.

EXCEPTIONS TO WORK PLAN, ANTICIPATED PROBLEMS, OR SPECIAL REQUIREMENTS

Wasatch makes no exceptions to these proposed activities. In the event significant drilling resistance or problems arise during the completion of the work proposed herein, Wasatch will communicate with the Client to evaluate alternative courses of action.

Wasatch assumes field conditions conducive to advancing the VMW and soil borings with the selected drilling techniques. While the proposed investigation is designed to identify and further delineate potential environmental impacts based on information from previous investigations, it may not fully delineate the nature and extent of all environmental impacts.

COST ESTIMATE

The estimated cost to conduct the described activities would be \$74,508.74. The proposed budget assumes laboratory analysis on a standard 7 to 10-day turnaround time. This work will be completed as a time and materials contract.

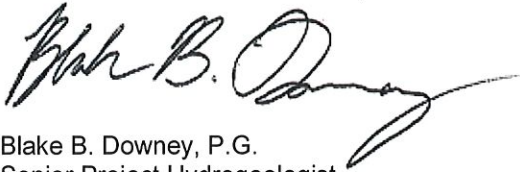
AUTHORIZATIONS

Our services consist of professional opinions and recommendations made in accordance with generally accepted environmental engineering principles and practices. This warranty is in lieu of all other warranties either expressed or implied.

Please acknowledge your acceptance of the scope of services and terms and conditions discussed herein by signing one copy of this letter and returning it to our office at your earliest convenience. Should you have any questions, please do not hesitate to contact us.

Sincerely,

WASATCH ENVIRONMENTAL, INC.



Blake B. Downey, P.G.
Senior Project Hydrogeologist

Attachments:

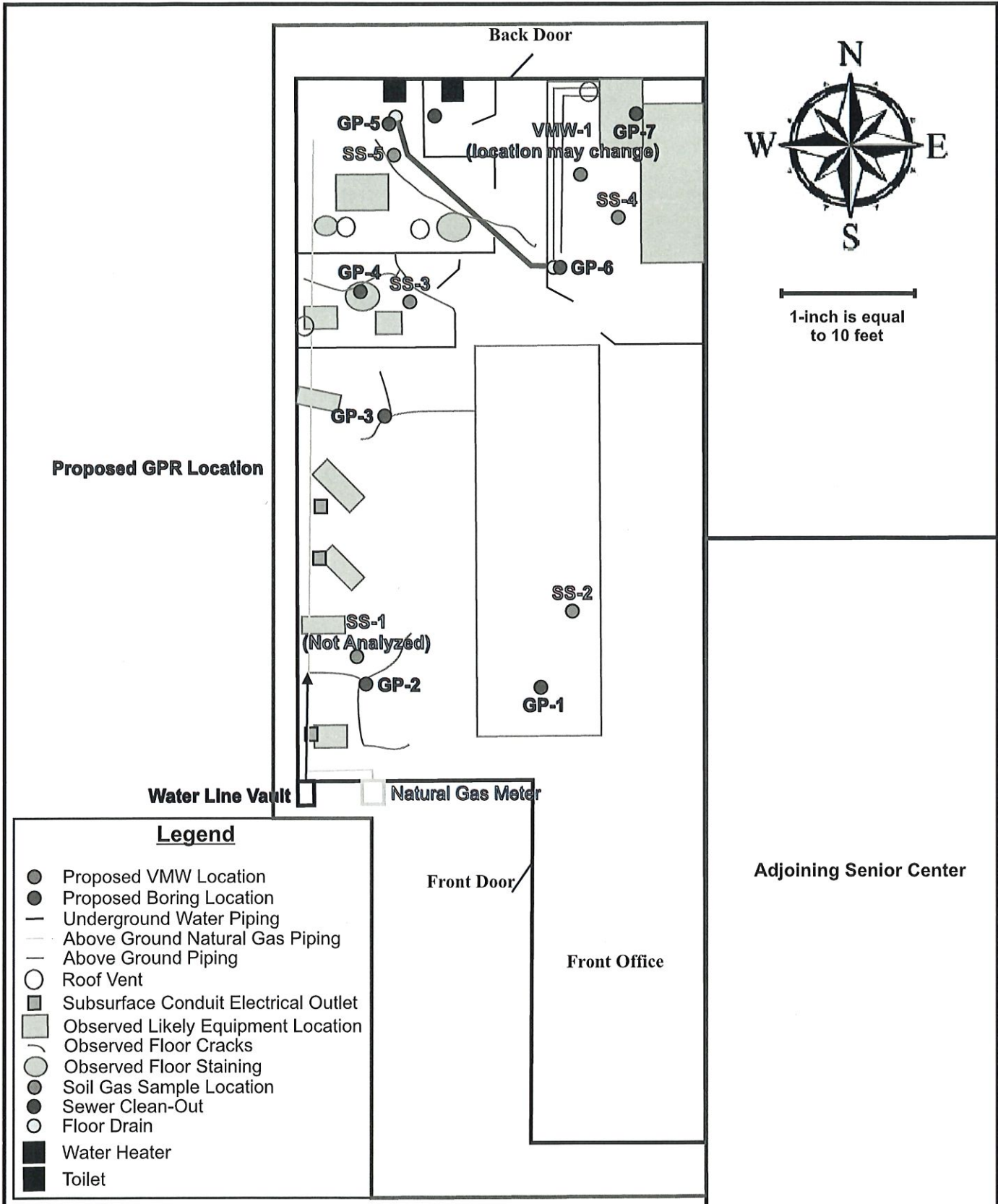
- Figure 1 – Site Features and Proposed Boring Location Map
- Cost Estimate
- Schedule of Fees Schedule and Terms and Conditions

Authorization Signature: James A. Welch Date: 2/16/22

Print Name: James A. Welch Title: County Manager

APPROVED AS TO FORM:

Colin R. Winchester 02/11/2022
Colin R. Winchester
Deputy Tooele County Attorney



Proposed GPR Location



1-inch is equal to 10 feet

Water Line Vault Natural Gas Meter

Legend

- Proposed VMW Location
- Proposed Boring Location
- Underground Water Piping
- Above Ground Natural Gas Piping
- Above Ground Piping
- Roof Vent
- Subsurface Conduit Electrical Outlet
- Observed Likely Equipment Location
- - - Observed Floor Cracks
- Observed Floor Staining
- Soil Gas Sample Location
- Sewer Clean-Out
- Floor Drain
- Water Heater
- Toilet

Front Door

Front Office

Adjoining Senior Center



Environmental Science and Engineering

Site Feature and Proposed Sample Location Map

NU Cleaners
53 East Vine Street
Tooele, Utah

PROJECT NO.: 2562-001B

DATE: 1-31-22

FIGURE 1



Project: **NU Cleaners** Project No.: **2562-001B** Estimated By: **BD**
 Phase: **Building Demolition and Subsurface Investigation** Date: **2/1/2022** Check By: **JR**

Work Description	Units	Labor		Materials		Equipment		Total Cost
		Units	Cost	Units	Cost	Units	Cost	
PROJECT MANAGEMENT								
Senior Project Hydrogeologist (regulatory support, site access, proposal, client communications, DWR start cards, permits if applicable, sub-contractor bidding and selection, and project coordination)	hours	24	\$ 141.00					\$ 3,384.00
Principal Environmental Manager (project oversight)		2	\$ 160.00					\$ 320.00
Senior Geologist (work plan review)	hours	1	\$ 141.00					\$ 141.00
Senior Geologist (HASP)	hours	1	\$ 141.00					\$ 141.00
Miles (meetings if applicable)	miles					140	\$ 0.80	\$ 112.00
Administrative Support (project set up/initiation)	hours	1	\$ 60.00					\$ 60.00
								Project Management Sub-Total: \$ 4,158.00
BUILDING DEMOLITION ACTIVITIES								
Staff Geologist (oversight of demolition activities, surveying, and utility clearance)	hours	24	\$ 98.00					\$ 2,352.00
Demolition Subcontractor (includes disposal costs)	bid	1	\$ 21,160.00					\$ 21,160.00
Pre-Demolition Asbestos Sampling	bid	1	\$ 2,400.00					\$ 2,400.00
Field Truck	day					2	\$ 75.00	\$ 150.00
Mileage	miles					140	\$ 0.80	\$ 112.00
								Building Demolition Activities Sub-Total: \$ 26,174.00
SUBSURFACE INVESTIGATION ACTIVITIES (assumes 7 soil borings 30 to 50 ft bgs and one VMW down to 100 feet bgs)								
Geologist (project planning and coordination, move/demove, soil gas/groundwater sampling, surveying, drilling oversight, utility clearance, and lab drops)	hours	52	\$ 98.00					\$ 5,096.00
GPR Subcontractor	estimate	1	\$ 1,150.00					\$ 1,150.00
Driller Subcontractor Soil Borings	bid	1	\$ 6,687.25					\$ 6,687.25
Driller Subcontractor VMW Installation	bid	1	\$ 13,955.25					\$ 13,955.25
PID (11.7 ev)	day					4	\$ 100.00	\$ 400.00
Disposable Sampling Supplies	day					5	\$ 25.00	\$ 125.00
Field Truck	day					5	\$ 75.00	\$ 375.00
Mileage	miles					400	\$ 0.80	\$ 320.00
								Subsurface Investigation Sub-Total: \$ 33,899.67
LABORATORY ANALYSIS								
Soil (assumes 3 per direct-push soil borings and 5 additional samples for the VMW boring with a lab QC level III)								
VOCs - 8260D	samples			32	\$ 131.56			\$ 4,209.92
Soil Gas (assumes 5 soil gas samples [at 20', 40', 60', 80', and 100' bgs] for VMW with a lab QC level III)								
PCE and degradates - TO-15	samples			5	\$ 316.25			\$ 1,581.25
								Subsurface Investigation Sub-Total: \$ 33,899.67
WASTE CHARACTERIZATION AND DISPOSAL								
Senior Project Manager/Senior Geologist - Waste profiling, coordination and scheduling of waste pickup	hours	8	\$ 141.00					\$ 1,128.00
Staff Geologist - Waste characterization sampling, mob/demob, disposal, and photographs	hours	3	\$ 98.00					\$ 294.00
Mileage	miles					70	\$ 0.80	\$ 56.00
Drums, 55-gallon	each			3	\$ 65.00			\$ 195.00
Laboratory Analysis - Waste Characterization Sampling								
Soil								
RCRA Total + TCLP Hazardous Waste Characterization Package, Including Reactivity	each	1	\$ 1,203.48					\$ 1,203.48
Waste Disposal								
Clean Harbors Soil Disposal (Drum) Transportation and Disposal Fees	each	3	\$ 825.00					\$ 2,475.00
State Fees and Fuel Surcharge (12.5%)	est	1	\$ 118.59					\$ 118.59
								Waste Characterization and Disposal Subtotal: \$ 5,470.07
REPORT PREPARATION								
Senior Project Geologist	hours	24	\$ 141.00					\$ 3,384.00
Senior Project Geologist (principal review)	hours	1	\$ 160.00					\$ 160.00
Senior Project Geologist (peer review)	hours	3	\$ 141.00					\$ 423.00
Drafter II (boring logs)	hours	10	\$ 78.00					\$ 780.00
Administrative Support (produce report and clerical review)	hours	1	\$ 60.00					\$ 60.00
								Report Preparation Sub-Total: \$ 4,807.00
								Project Total: \$ 74,508.74
Additional Cost Options for Expedited Laboratory Turnaround Times (if requested):								
								Expedited 24-hour Laboratory Turnaround Time \$ 8,686.76
								Expedited 48-hour Laboratory Turnaround Time \$ 4,343.38
								Expedited 72-hour Laboratory Turnaround Time \$ 2,895.59
								Expedited 4-day Laboratory Turnaround Time \$ 2,026.91
								Expedited 5-day Laboratory Turnaround Time \$ 1,447.79

*This work will be completed as a time and materials contract.

Client Authorization Signature: _____ Date: _____

Print Name: _____ Title: _____



**ENVIRONMENTAL ENGINEERING SERVICES
2022 SCHEDULE OF FEES**

PERSONNEL	Per Hour
CLERICAL	
Administrative Support	\$60
Information Technology/Draftsperson/CAD	\$78
Claims/Contract Specialist	\$80
HAZMAT / ASBESTOS	
Certified Asbestos Inspector/Sampler	\$103
Certified Asbestos Supervisor/Management Planner	\$120
Asbestos Project Designer	\$141
ENVIRONMENTAL	
Environmental Technician I	\$60
Environmental Technician II	\$66
Environmental Technician III	\$82
Environmental Scientist	\$92
Staff Engineer/Geologist/Hydrogeologist/Scientist	\$98
Senior Field Engineer/Geologist/Hydrogeologist	\$107
Project Engineer/Geologist/Hydrogeologist/Scientist	\$133
Senior Project Engineer/Geologist/Hydrogeologist/Scientist	\$141
Principal Engineer/Environmental Manager	\$160
Expert Witness	\$350

All personnel time is on a portal-to-portal basis.

	Unit of Measure	Rate
EQUIPMENT		
Absorbent Well Socks – 2"	Each	\$3
Anemometer, Digital Thermal	Day	\$30
Bailer/Disposable (For 2" Well)	Each	\$12
Bailer/Disposable (For 4" Well)	Each	\$25
Bailer/Stainless Steel ¾"	Day	\$12
Bladder Pump	Day	\$100
Bladder Pump Tubing	Foot	\$1
Replacement Bladders	Each	\$15
Borescope	Day	\$25
CO/O2 Meter	Day	\$60
Colortek Kit	Day	\$50
Colortek Sample w/Tubes	Each	\$35
Comb. Water Quality Meter (TROLL)	Day	\$125
Compressor	Day	\$80
Confined Space Blower (Axial Fan & Tube)	Day	\$65
Confined Space Entry Equipment	Day	\$150
Diaphragm Pump – Water (Wacker 2")	Day	\$31
DO Meter	Day	\$40
Down Well Pump 1-1/2" or 2"	Day	\$35
Flow Meter	Day	\$5
Forklift	Day	\$100



Generator 3,500 Watt 120/240V 20Amp	Day	\$55
GPS/Trimble GEO XT	Day	\$150
Groundwater Filters 0.45 Micron	Each	\$27
Hach Kit, Nitrate Test or Ferrous Iron Test	Each	\$12
Hand Auger	Day	\$25
H2S, Single Gas Detector	Day	\$40
Helium Shroud	Ea	\$105
Impact Drill (HILTI) TE-15 ATC - (Small Diameter)	Day	\$35
Impact Drill (HILTI) TE-70 ATC (Large Diameter)	Day	\$55
Interface Probe (Oil/Water)	Day	\$45
ISCO 3700 Sampler	Day	\$90
LEL/Oxy Meter	Day	\$60
Magnetometer	Day	\$50
Metal Detector	Day	\$30
Monitoring Well J-Plug – 2"	Each	\$18
Oil Screen Soil Test Kits	Each	\$15
Peristaltic Pump	Day	\$30
pH Meter	Day	\$25
PID/OVM ppb or ppm	Day	\$85
PID, 11.7eV Lamp (Chlorinated Solvents)	Day	\$100
Power Pressure Washer	Day	\$70
Protective Gear	Day	\$25
Pump, Mold/Asbestos	Day	\$85
Pump, Personal Air Quality Pump	Day	\$85
Sampling Supplies – Well (Ea)	Each	\$15
Sampling Supplies - Disposable	Day	\$25
Soil Gas Tubing (1/3" Teflon Lined Tubing)	Foot	\$1.50
Soil Vapor Pin (Permanent Installation)	Each	\$60
SS Mega Monsoon Sub Pump	Day	\$140
Submersible Pump – 30 foot	Day	\$50
- Sand Handler	Day	\$30
- 4" Submersible	Day	\$10
- 1" w/Controller	Day	\$85
Sub-Slab Soil Vapor Pin Kit	Day	\$25
Subsurface Soil Vapor Pin Kit	Day	\$125
Support Truck Rental	Day	\$75
Surveying Equipment	Day	\$50
Temporary Tank-(100 to 500 Gallons available)	Day	\$15
Trailer	Day	\$65
Trash Pump, Honda	Day	\$75
UTV/ATV Rental w/Trailer	Day	\$190
Vehicle Usage (PST \$0.575 Currently)	Mile	\$0.80
XRF	Day	\$520
Water Level Indicator	Day	\$25



CHEMICAL TESTING, SUBCONTRACTORS, AND MATERIALS

Testing fees vary depending on test method, detection limit, turn-around time, and parent material. Chemical testing, subcontractors, supplies, and other pass-through costs are billed at cost plus 15 percent.

• **TRAVEL**

Auto/ Truck..... 0.80 per mile
Federal/State Government.....\$0.575 per mile*

*Charges will be based on Current Approved Federal/State Rate

• **PER DIEM**

Per Diem is charged at \$75.00 to \$150.00 (Rate may vary with location) per day for accommodations and meals. A minimum 8 hour shift will be charged for each day on per diem.

• **MISCELLANEOUS**

Special fees, outside consultant fees, analytical laboratory testing, excavation equipment, permits, special insurance, long distance telephone calls, shipping, equipment rental, special equipment purchases, and other similar project-related costs are billed at cost plus 15 percent.

• **TERMS OF PAYMENT**

Invoices will be submitted at our option on a regular basis or when the work is completed, and will be due within 15 days. If payment is not received, interest in the amount of 18 percent annually shall accrue on the unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount will be paid by the Client.

• **DISPOSAL OF DRILL CUTTINGS**

Excess soil generated by drilling exploratory borings and installing groundwater monitoring wells will remain on the property for which the investigation is being performed. The soil will be placed on and covered with polyethylene sheeting, or, alternatively, the soil will be placed in 50 gallon drums. After receipt of laboratory analysis of soil samples recovered from the borings, recommendations can be made as to the most economic treatment/disposal method.

TERMS AND CONDITIONS

Wasatch Environmental, Inc. (WEI) warrants that our services are performed, within the limits prescribed by our Clients, with the usual thoroughness and competence of the engineering profession. No other



warranty or representation, either expressed or implied, is included or intended in our proposals, contracts or reports.

All information and report preparation is provided for the sole benefit of the Client and may not be relied upon by any other person or entity without the written authorization of Wasatch Environmental, Inc.

We will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention, or are not accurately marked by a locating service, or are not correctly shown on the plans furnished us, in connection with work performed by us. While Wasatch Environmental, Inc., will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

Nothing contained within this Agreement shall be construed or interpreted as requiring WEI to assume the status of "Generator," as that term appears within the Resource Conservation and Recovery Act, 42 USC, Section 6901, et seq., as amended, or within any state statute governing the treatment, storage, and disposal of waste.

Our liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our general liability insurance coverage. For any damage on account of any error, omission or other professional negligence, our liability will be limited to a sum not to exceed the coverage of our insurance or our fee, whichever is greater.

In the event that the Client makes a claim against WEI, at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by WEI in defending itself against the claim, including but not limited to personnel-related costs, attorney's fees, court costs and other claim-related expenses. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to receive reasonable attorney's fees.

All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that a dispute requires litigation as provided above, then: (a) Client assents to personal jurisdiction in the State of Consultant's principal place of business; (b) The claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and Consultant will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability between Client and Consultant shall survive the completion of the services hereunder and the termination of this Agreement.

