

## Cost Spreadsheet for LSP Emergency Spill Response Actions in Massachusetts (Effective 3/1/2020)

Spill Type:	1	2	3	4	5
<b>Affected Media</b>					
Asphalt/Concrete	✓	✓	✓	✓	✓
Storm Water Catch Basin	✓	✓	✓	✓	✓
Surface Water	✓	✓	✓	✓	✓
Soil			✓	✓	✓
Groundwater					✓
Air					✓
<b>Response By CSE</b>					
Site Visit to Observe Release *	✓	✓	✓	✓	✓
Follow-Up Site Visit		✓	✓	✓	✓
Direct Excavation via PID			✓	✓	✓
Prepare Bill of Lading (BOL) #				✓	✓
Collect Confirmatory Soil Samples ±			✓	✓	✓
Soil Boring/Monitoring Wells					✓
Vapor Intrusion Assessment					✓
<b>Waste Management (Managed via Client's Contractor)</b>					
Drummed Oily Solids/Liquids	✓	✓	✓	✓	✓
Vacuum Truck Recovery	✓	✓	✓	✓	✓
Recycled Soil via BOL				✓	✓
<b>End Point</b>					
Permanent Solution via Method 1 to MassDEP within ≤ 60 Days of Release	✓	✓	✓	✓	
IRA Plan/Status and Permanent Solution to MassDEP within ≥ 60 Days of Release					✓
<b>COST †</b>	<b>\$2,800 <sup>1</sup></b>	<b>\$3,500 <sup>1</sup></b>	<b>\$5,000 <sup>1</sup></b>	<b>\$8,000 <sup>1</sup></b>	<b>&gt; \$10,000 <sup>2</sup></b>

\* Assumes Standard Work Hours Not Including Premium Time

# Bill of Lading (BOL) Includes Soil Sample Characterization

Spill Type 3 Includes ≤ 5 EPH Samples

± Spill Type 4 Includes ≤ 10 EPH Samples

† Does Not Include Contractor or Waste Disposal Cost

**1** Cost is Lump Sum Not to Exceed

**2** Spill Type 5 is defaulted when a spill exceeds the applicable Spill Type 1 – 4 Criteria, billed at Time and Materials (T&M)



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## STANDARD RATE SCHEDULE

January 1, 2020

### 1.1 Work Hours

'Standard' Work Hours are from 6:00 am to 6:00 pm Monday through Friday. All work hours are portal to portal.

'Premium Time' (PT) rates apply for all work performed from 6:00 pm to 6:00 am Monday through Friday, and all day on Saturdays, Sundays, and the following Holidays:

**New Year's Day**  
**Martin Luther King Jr. Birthday**  
**Presidents Day**  
**Veterans Day**  
**Easter Sunday**  
**Memorial Day**  
**Independence Day (4th of July)**  
**Labor Day**  
**Columbus Day**  
**Thanksgiving Day**  
**Day after Thanksgiving**  
**December 24th**  
**Christmas Day**

'Emergency Response' or immediate requests are considered site visits conducted within 24-hours of request, and will be billed at PT rates.

All holdover and stand-by time will be billed as regular work hours unless otherwise specified in advance.

### 1.2 Payment Terms

All payment terms are 2% 15, Net 30 days upon receipt of invoice unless other terms are agreed to in writing (Subcontractor/Other Expenses do not apply).

### 1.3 Late Charges

For all invoices a 1.5% per month late charge (for additional administrative expenses due to collections on unpaid invoices) will be added to any unpaid balance on the day after payment is due and on every monthly anniversary of that date until the invoice and all added charges are paid in full.

### 1.4 Attorney's Fees and Other Expenses

Reasonable attorney's fees, collection fees, costs, pre-judgment interest, post-judgment interest, and other related expenses will be added if reasonably required to collect on any outstanding balance. All disputes shall be resolved in and under the Commonwealth of Massachusetts General Laws.

## **1.5 Commencement of Work Constitutes Acceptance**

Commencement of work by Clean Soils Environmental Ltd. (CSE) without customer's prompt objection to the terms and conditions set forth in this document constitutes customer's acceptance of these terms and conditions. The terms and rates included herewith will be billed as shown unless other contractual agreement has been made.

## **1.6 Operating and Office Expenses**

Billed at 7% of CSE labor (includes energy, rent, repairs, supplies, taxes, insurance, postage, copies, internet, telephone, etc.)

## **1.7 Laboratory Analysis**

Billed at cost plus 20%; prices vary depending on laboratory used, analyses run, and turnaround time.

## **1.8 Mobile Units**

Mileage for use of vehicles will be billed at most recent rate approved by IRS. Additional expenses such as toll fees will be charged separately.

## **1.9 Field Equipment**

Daily rate is defined as a 24 hour rate beginning at 00:01–24:00. The Sampling/Decontamination Package covers one (1) daily rate for the use (as needed) of the following items: Tubing, Bailers, Sample Scoops, Shovel, Bags, Jars, Buckets, Concrete Mix, Cones, PPE, Tooling, and Alconox Cleaner for decontamination.

## **1.10 Subcontractors & Other Expenses**

Billed at cost plus 15%; may include:

- Additional Protective Safety Equipment.
- Photographs for project records and reproductions of drawings, plans and reports.
- Rental of laboratory equipment and instrumentation.
- Computer services provided by outside vendors.
- Drafting, typing and other services provided by any outside contract personnel.
- Transportation expenses (i.e., Hotel Accommodations, Airline/Ferry Tickets, etc.).
- Living expenses incurred for assignments outside the metropolitan Boston area.
- Use of rental cars or trucks.
- Specialized services of other companies.
- Purchase of data, maps and other information.
- Repair or replacement of damaged equipment.

<b>SERVICE DESCRIPTION</b>	<b>UNIT</b>	<b>COST</b>
<b>Service Personnel</b>		
Licensed Site Professional (LSP)	HOURLY	\$ 160.00
Project Manager (PM)	HOURLY	\$ 100.00
Environmental Geologist (EG)	HOURLY	\$ 75.00
<b>Service Premium Time</b>		
Licensed Site Professional (LSP) – Premium Time	HOURLY	\$ 240.00
Project Manager (PM) –Premium Time	HOURLY	\$ 150.00
Environmental Geologist (EG) –Premium Time	HOURLY	\$ 112.50
<b>Mobile Units</b>		
Truck (approx. 150 mile round trip)	DAILY	\$ 90.00
Boat	DAILY	\$ 50.00
<b>Field Equipment</b>		
Sampling/Decontamination Package	DAILY	\$ 20.00
Photoionization Detector (PID) + Calibration Kit Gas	DAILY	\$ 100.00
Water Level Indicator	DAILY	\$ 35.00
Peristaltic Pump	DAILY	\$ 45.00
Water Quality Meter	DAILY	\$ 120.00
Oil/Water Interface Probe	DAILY	\$ 45.00
Elevation Survey Equipment	DAILY	\$ 50.00
Hammer Drill + Drill/Coring Bits	DAILY	\$ 50.00
Metal Detector	DAILY	\$ 40.00
Semi-Permanent Soil Gas Probe (SGP)	EACH	\$ 250.00
Temporary SGP	EACH	\$ 25.00
Borescope Inspection Camera	DAILY	\$ 20.00
Aerial Assessment Drone	DAILY	\$ 30.00



## STANDARD TERMS AND CONDITIONS

### EXCLUSIVE USE

Client agrees that CSE's services and the Report prepared are provided on behalf of and for the exclusive use of the Client for the purposes set forth in the Proposal. Any use of the Report, the information contained therein, or dissemination of the Report or the information contained therein to third parties without CSE's express written authorization is prohibited.

### COMPENSATION AND PAYMENT TERMS

CSE uses a Presentation Upon Payment (PUP) policy, which requires payment in full for work completed. Client's failure to pay any invoice due CSE within thirty (30) days shall permit CSE, without waiving any other claim or right against the Client and without liability whatsoever to CSE, to terminate its performance hereunder. If CSE engages legal counsel to enforce collection of Client's overdue payments, whether litigation is commenced or not, the Client shall reimburse CSE all costs of collection including but not limited to reasonable attorneys' fees and court costs. Client's overdue invoices shall incur an interest charge of one and one-half percent (1.5%) per month, or if less the maximum interest rate permitted by law on any invoice balance unpaid for thirty (30) days after invoice date. Interest charges shall be automatically be added to outstanding invoice balances and all payments received shall be applied first to outstanding interest then due.

### RIGHT-OF-ENTRY

Client grants to CSE and its agents, employees, consultants, contractors and subcontractors the right, exercisable from time to time, of entry onto the Property for the purpose of performing all Proposal related activities. Such Proposal related activities shall include but not be limited to the marking of surveys, conducting of test borings and other environmental investigations as described in the Proposal. Should the Client not own the Property, the Client warrants and represents by acceptance of the Proposal that it has authority and permission of the Property owner and any Property tenant or other occupant to grant CSE this right of entry. Client shall hold CSE and its agents, employees, consultants, contractors and subcontractors harmless and indemnify each and all of them against claims brought by third parties arising from CSE's entry onto the Property.

### INSURANCE

CSE currently maintains workmen's compensation, public liability, property damage, and professional liability insurance policies. Certificates of insurance evidencing these coverages will be provided to the Client upon its written request. CSE will not be responsible to Client or any third party claiming by, through or under Client, for any loss, damage, cost, or expense beyond the amounts, limits, exclusions, and conditions of any such insurance.

### SUBSURFACE EXPLORATION

Normal Disturbance Client acknowledges that the use of testing and exploration equipment may affect, alter, or damage terrain, vegetation and buildings, structures and improvements at, in, or upon the Property. Client accepts such risks and shall hold CSE harmless from any and all claims of damage to the Property. CSE shall not be liable for any effect, alteration or damage arising out of such explorations. It is the responsibility of the Client to stockpile and remove any soil generated from subsurface exploration. CSE shall not be responsible for restoring the Property to a preexisting state prior to CSE's exploration.

Subterranean Structures and Utilities CSE will exercise reasonable care to locate subterranean structures in the vicinity of proposed subsurface explorations at the Property. CSE will contact public agencies and examine plans and information about the Property provided by the Client. CSE will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, utilities, cable or any other element or

condition if not called to CSE' attention, or which is not shown or accurately located on any plans furnished to CSE by the Client or by its agents (public or private) prior to commencement of CSE' work.

Well Abandonment Property investigations often include the installation of test monitoring wells on the Property. The Proposal does not include abandonment (or plugging) of the wells after they are no longer needed. The wells, in some circumstances, may represent a potential pathway of soil or groundwater contamination. CSE shall in no way be responsible or liable for contamination of soil or groundwater caused by the installation of monitoring wells at the Property. Should the Client intend that CSE remove and fill or plug installed monitoring wells, such work shall be the subject of a separate agreement between the parties.

### **PROFESSIONAL LIABILITY**

Client agrees that the liability of CSE and/or its owners, directors, officers and employees (collectively the "CSE Agents" for this Section) to all claimants for any and all claims, losses, expenses or damages arising out of, or in any way related to the contracted project or this Agreement resulting from any negligent act, error, omission, breach of contract or breach of warranty by the CSE Agents shall be limited to an aggregate sum not to exceed the lesser of the total fee for CSE' services or \$50,000.00.

### **DISCLOSURE REQUIREMENTS**

Any release or threat of release which CSE discovers at the Property and determines in its sole discretion to be above a Massachusetts Department of Environmental Protection ("MassDEP") designated "Reportable Threshold" (as defined in the Massachusetts Contingency Plan 310 CMR 40.0300 and hereinafter "MCP") must be reported to the MassDEP in accordance with the MCP. Therefore, in the event CSE discovers a condition at the Property that requires mandatory disclosure (herein for this Section a "Reportable Concentration") the Client acknowledges that CSE will make all such required disclosures to the MassDEP as required by its MCP. In the event CSE discloses a Reportable Condition to the MassDEP in accordance with the MCP, the Client waives any and all claims against CSE and agrees to defend, indemnify and hold CSE harmless from any claim or liability for injury or loss alleged or arising from any such disclosure. The Client also agrees to reimburse CSE for time spent and expenses incurred in defense of a disclosure of a Reportable Condition and any claim made against CSE by third parties for all disclosures of a Reportable Condition including, but not limited to, reasonable attorneys' fees and other costs of defense.

### **THIRD PARTY INDEMNITY**

Client agrees to defend, indemnify and hold harmless CSE, its subcontractors, consultants, agents, officers, directors, and employees (collectively the "CSE Agents" for this Section) from and against any and all claims for damages and all costs, liability or expense, whether direct, indirect, economic, or consequential, including costs and reasonable attorneys' fees and arbitration costs sustained by any person or entity, arising out of or in any way connected with: 1) any release of oil or hazardous materials or pollutants at the Property; 2) any bodily injury including death; 3) property damage (real or personal); 4) any claim of damage, expense or loss caused by the release, removal, remediation, assessment, evaluation or investigation of oil or hazardous materials or pollutants at the Property; 5) the removal, assessment, evaluation or investigation of, or remedial action taken because of, any release or suspected release of oil or hazardous materials or pollutants at the Property; 6) any federal, state, local or other governmental fines or penalties related to hazardous materials or pollutants discovered at the Property; or 7) the detection, abatement, removal, or replacement of any products, materials, or processes containing asbestos at the Property.

### **SAMPLES**

All samples of materials collected from the Property will be disposed of fourteen (14) days after completion of laboratory analysis, without prior notification to the Client and Client hereby authorizes CSE to dispose of such samples. Excess samples which are not collected for laboratory analysis may be left on, or returned to, the Property or otherwise disposed of by CSE, or its subcontractors, at any time without prior notification to the Client.

### **SEVERABILITY**

The provisions of this Agreement are severable and the invalidity of any part or Section of the Agreement shall not invalidate the remainder of the other parts or Sections of the Agreement or the remainder of any portion hereof.

## **TERMINATION**

Either the Client or CSE may terminate this Agreement by giving seven (7) days' advanced written notice to the other party. In the event that the Client terminates this Agreement, for any cause, the Client shall remit to CSE all costs and expenses incurred through the effective date of termination, including any obligations, commitments and unsettled claims and any charges then due and owing CSE as of the date of termination which shall include reasonable termination expenses.

## **FORCE MAJEURE**

CSE will not suffer any liability for any failure to perform, or for any delay in performance, due to any circumstances beyond its reasonable control including, but not limited to, strikes, riots, wars, fires, floods, explosions, acts of nature, acts of government, acts of utilities, labor disputes, delays in transportation or the inability to obtain material or equipment. In the event of any delay in performance due to any such circumstances, the time for performance will be extended by a period of time reasonably necessary to overcome the effect of such delay, and the Client will not be entitled to refuse performance or otherwise be relieved of any obligations.

## **LIMITATIONS OF CLAIMS**

The Client agrees that the Client shall bring no legal or equitable claim against CSE or any of its owners, directors, officers, employees and agents (hereinafter for this Section each an "CSE Defendant"), later than one (1) year after the later of (i) the date any such claim arises or (ii) the date such claim is reasonably discoverable by Client. In the event that Client makes such a claim against an CSE Defendant for any alleged error, omission, or act arising out of the performance or nonperformance of this Agreement and the Client fails to prove such claim, then upon final adjudication the Client shall pay all costs incurred by every CSE Defendant in defending against Client's claims and such costs shall include, without limitation, court costs, attorneys' fees, expert fees and costs and expenses of experts.

## **HAZARDOUS MATERIALS INDEMNIFICATION**

The Client agrees that CSE has not contributed to the presence of hazardous materials, oils, asbestos, or other materials that may exist or be discovered in the future at the Property, and that CSE does not assume any liability for the known or unknown presence of any such materials. The Client shall defend, indemnify and hold harmless CSE and its consultants, subcontractors, agents and employees (collectively "CSE" Agents" for this Section) from and against all claims, damages, losses and expenses, including defense costs and attorneys' fees resulting from the failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, or escape of any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste oil or other hazardous material. Client shall be liable under this Section for claims, damages, losses, and expenses including defense costs and reasonable attorneys' fees.

## **DEP AUDIT**

All submittals (i.e., IRA/RAM Plans/Status Reports, IRA Plans/Status Reports, and RAOs/PSSs) are subject to a DEP Audit. The estimated cost in the attached proposal or Client Authorization does not include any professional services related to a DEP audit. Consulting services related to a DEP Audit will be billed on a time and materials basis if requested. CSE is not responsible for any MCP violations for a disposal site that has fallen out of compliance with the MCP.

## **DOCUMENTS**

All CSE work product including but not limited to its Reports, field data and notes, laboratory test data, calculations, estimates and other documents which CSE prepares as instruments of service shall be utilized by the Client solely for the project for which CSE was engaged. CSE will retain all pertinent records and work product relating to the services performed for a period of two (2) years following submission of said Report to the Client. Records, to the extent they are available, will be reproduced at the Client's sole cost and expense. In an effort to reduce paper consumption, final reports shall be submitted electronically to the Client in a digital file format. Paper copies of reports are available for an extra 5% of the total project cost.