

CLIENT SERVICES AGREEMENT

**BETWEEN
NEWFIELDS COMPANIES, LLC
AND
MISSOULA COUNTY**

THIS CLIENT SERVICES AGREEMENT (the “**Agreement**”) is made and entered into effective as of _____, 2022 by and between **NewFields Companies, LLC**, a Delaware limited liability company, and its affiliates (“**NewFields**”); and **Missoula County**, a local governmental entity (“**Client**”).

WHEREAS, NewFields is engaged in the business of providing services to its clients that involve, among other services, the performance of analyses of soil, water, air, waste and processed effluents data, hydrogeological and toxicological assessment and research services, and technical consultation and research in the fields of civil and environmental engineering, toxicology and/or waste and wastewater management; and

WHEREAS, Client desires to engage NewFields to perform certain Designated Services (defined below), and NewFields desires to perform such Designated Services, all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises in this Agreement, and all other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Designated Services

Client hereby engages NewFields, and NewFields hereby accepts such engagement, at all times during the Term (as hereinafter defined), to provide those services to Client described on the Statements of Work entered into and attached hereto from time to time by the parties, each of which Statements of Work shall relate to a specific project, shall be substantially in the form of **Exhibit A and in compliance with Exhibits B and according to the schedule set out in Appendix 1**, which shall be attached hereto and incorporated into this Agreement at the time such Statement of Work is entered into by the parties hereto (collectively, the “**Designated Services**”). Each such Statement of Work shall also set forth the expected time period in which the Designated Services described thereon shall be performed by NewFields, and may include descriptions of deliverable items, deliverable schedules, acceptance criteria and other payment schedules. Although approved at project initiation, the Designated Services and any limitations on charges may be modified from time to time as agreed in writing by the parties, by the use of change orders in the form of written amendments to the applicable Statement of Work.

2. Compensation and Billing

In consideration of the performance of the Designated Services described in each Statement of Work, Client shall pay to NewFields compensation in the form of professional service fees at the rates or in the amounts and at the times set forth on such Statement of Work. Professional service fees shall be charged either on a time and materials basis or on a fixed fee plus expenses basis, depending upon the terms of each applicable Statement of Work.

In further consideration of the performance of the Designated Services described in each Statement of Work, Client shall reimburse NewFields for those services, items of property, materials and out-of-pocket expenses, costs and disbursements set forth on such Statement of Work. NewFields agrees to provide Client with access to such original receipts, ledgers and other records as may be reasonably appropriate for Client or its accountants to verify the amount and nature of any such expenses, costs and disbursements. Also, Client shall pay all applicable sales and other similar taxes, if any, based upon the Designated Services.

Notwithstanding the above, the compensation to be paid to NewFields in connection with the performance of the Designated Services is subject to modification by the parties hereto in connection with any modifications to the Designated Services hereunder, as provided in Section 1 above.

NewFields shall invoice Client for amounts due from the performance of the Designated Services every four (4) weeks, and Client shall pay all invoiced amounts within thirty (30) days after the date of the applicable invoice, except as otherwise provided on a particular Statement of Work, or unless other arrangements are made in advance. All unpaid invoices shall accrue interest at the rate of one and one-half percent (1.5%) per month to the extent that they are not paid by the end of such thirty (30) day period. Any payment will be applied first to accrued interest, then to accrued late charges and then to any remaining balance. Client shall also be responsible for all costs and attorneys' fees incurred by NewFields in collecting delinquent amounts.

3. Termination/Suspension of Services

The term of this Agreement (the "**Term**") shall begin on the date hereof and shall continue until terminated pursuant to the terms hereof.

Either party shall have the right to terminate this Agreement for any reason whatsoever, upon thirty (30) days prior written notice thereof to the other party. Furthermore, either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party if such other party breaches any of the terms of this Agreement or fails to perform or observe any of its obligations hereunder, and such breach or failure is not cured within a period of ten (10) days after the receipt by the breaching party of written notice of such breach or failure specifying the nature of the breach or failure. Finally, NewFields may terminate this Agreement or suspend the performance of the Designated Services upon ten (10) days prior written notice to Client if timely payment of invoices is not made.

Upon termination of this Agreement for any reason, Client shall pay to NewFields all earned but unpaid professional fees and other amounts hereunder, and all reimbursable but unreimbursed expenses, costs and disbursements described herein; and if such termination occurs before completion

of the Designated Services, then the amount of professional fees to be paid to NewFields shall be determined (a) with respect to “fixed fee” Designated Services, on a pro rata basis based on the percentage of Designated Services then completed, and (b) with respect to “time and materials” Designated Services, based on the number of hours then performed and the amount of materials then used.

In addition to the above, in the event of any termination of this Agreement, or any termination or suspension of the performance of any Designated Services, NewFields reserves the right to complete such analyses and records as are necessary to place its files in order and to protect its professional reputation, and to complete a report on the work performed to date; and NewFields may charge a termination or suspension charge to cover the costs thereof in an amount determined by NewFields.

Upon termination of this Agreement for any reason, and after Client has paid in full all amounts described in this Section 3, NewFields shall promptly return to Client copies of all Deliverables (defined below), except for one (1) copy, which NewFields shall be entitled to keep. Furthermore, upon termination of this Agreement for any reason, Client shall promptly return to NewFields copies of all physical embodiments of all Tools and Rights (defined below) and other data, records or materials of whatever nature or kind belonging to NewFields, including all materials incorporating the proprietary information of NewFields, and Client shall not retain any such copies. Finally, notwithstanding any provision of this Agreement to the contrary, the terms and provisions of Sections 3, 5, 10-13, and 15-26 shall survive any termination of this Agreement.

4. Non-Exclusivity

NewFields acknowledges Client retains right and authority during the term of the Agreement to contract for the services of other providers for similar analytical work as delineated in the Designated Services. Client shall ensure that any additional analytic firm shall not impede work NewFields is retained to conduct and shall abide by any agreements concerning NewFields intellectual property rights under this agreement.

5. Delays and Force Majeure

NewFields shall not be liable for delays in the performance of, or failures to perform, Designated Services caused by circumstances beyond its reasonable control, including without limitation, acts of God or the public enemy, acts and/or omissions of federal, state and local government authorities and regulatory actions, strikes and other labor disputes, riots, civil unrest, war, lockouts, accidents, fires, floods, unusually severe weather, epidemics and quarantine restrictions, death or disability of personnel, Client’s failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, embargos, and shortages of labor, fuel, raw materials or equipment. For delays resulting from actions or inactions of Client or its representatives, or of third parties, NewFields shall be given an appropriate time extension and shall be compensated for all additional costs of labor, equipment and other direct and indirect costs NewFields incurs during any delay or interruption of services caused by circumstances beyond NewFields’ control. Delays of more than ninety (90) days shall, at the option of either party, make this Agreement subject to termination.

Client recognizes that delays relating to the processing of permit applications or approval of permits are beyond the control of NewFields. NewFields makes no warranties and Client waives any claims against NewFields relating to the timeliness of approvals or the success of permit applications prepared under this Agreement.

6. Ownership of Materials

Unless otherwise expressly agreed upon in a particular Statement of Work, Client is and shall be the owner of all draft and final documents, including without limitation, all proposals and other written communications, generated by NewFields in the performance of the Designated Services and identified as being deliverables under the applicable Statements of Work (collectively, the “**Deliverables**”). Notwithstanding any other provisions of this Agreement, Client may use, distribute and submit such Deliverables to regulatory agencies and principals of Client, as well as to third parties, including without limitation, press or media representatives and representatives of citizens or public interest groups in connection with Client’s interests relating to the applicable Site (defined below).

Notwithstanding any provision of this Agreement to the contrary, NewFields shall retain and be the sole owner of all right, title and interest in and to all of the (a) ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, libraries, processes, routines and technologies created, adapted or used by NewFields in its business generally, irrespective of whether possessed by NewFields prior to, or acquired, developed or refined by NewFields (either independently or in concert with Client) during the course of, the performance of the Designated Services; (b) information, programming, software, documentation, data compilations, reports and any other media, working notes, drawings, designs, specifications, materials or other objects produced as a result of NewFields’ performance of the Designated Services, other than the Deliverables; and (c) applicable rights to patents, copyrights, trademarks, service marks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto (collectively, the “**Tools and Rights**”). Client shall have no interest in or claim to such Tools and Rights, and NewFields shall be free to use any such Tools and Rights in providing services to any persons or entities in the future.

Use by Client or third parties of any Tools and Rights or other intellectual property owned by NewFields, or any device or enhancement developed by NewFields, without the written permission of NewFields, is prohibited, and Client shall defend, indemnify and hold NewFields harmless from all losses, claims, damages and expenses, including reasonable attorneys’ fees and costs, incurred by NewFields and arising out of such unauthorized use. Further, Client shall reasonably compensate NewFields for violation of any copyright, patent or other intellectual property rights occasioned by such unauthorized use.

7. Right of Inspection and Audit

If NewFields’ professional service fees for any particular Designated Services are charged on a time and materials basis, Client may, during the Term and for six (6) months after its completion, have reasonable access upon reasonable notice and during normal business hours to all pertinent NewFields records and accounts relating to such charges.

8. Assignments and Subcontractors

Except as otherwise provided in this Agreement, neither Client nor NewFields shall assign or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the other. Notwithstanding the above, NewFields may subcontract the performance of those Designated Services which are ordinarily or customarily provided by others or which are necessary to prevent or minimize danger to persons, property or equipment, subject to the prior written consent of Client, which consent shall not be unreasonably withheld or delayed.

9. Independent Contractor Status

It is agreed that NewFields shall act as an independent contractor with respect to the performance of the Designated Services hereunder, and not as an employee, agent or representative of Client. To that end, the parties hereby acknowledge and agree that Client shall have no right to control the manner, means or method by which NewFields performs the Designated Services hereunder. Rather, Client shall be entitled only to direct NewFields with respect to the elements of the Designated Services to be performed by NewFields and the results to be derived by Client, to inform NewFields as to where and when such Designated Services shall be performed, and to review and assess the performance of such Designated Services by NewFields for the limited purposes of assuring that such Designated Services have been performed and confirming that such results were satisfactory. NewFields agrees to pay all income taxes due on amounts paid to it under this Agreement and is solely responsible for timely remittance to appropriate authorities of all federal, state and local income taxes and charges incident to the payment of compensation for services, and to the operation of NewFields' business. NewFields shall not undertake to perform any regulatory or contractual obligation of Client or to assume any responsibility for Client's business or operations.

10. Insurance and Workers' Compensation Coverage

- A. **Workers' Compensation:** In accordance with §§ 39-71-401 and 39-71-405, MCA, the Consultant Firms agrees to provide workers' compensation insurance for its employees while performing work under this Agreement. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of the contract.
- B. **Liability Insurance:** The Consultant Firm must, at their own expense, obtain and keep in force general liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The Consultant shall include Missoula County as an additional insured on the general liability policy on a primary, non-contributory basis.
- C. **Other Insurance:** The Consultant Firm shall maintain employer's liability, professional liability, and automobile liability in the amount of \$1,000,000 each.
- D. **Certificates of Insurance:** The Consultant Firm shall ensure all insurance policies are from an insurance carrier licensed to do business in the State of Montana. The consultant Firm shall furnish proof of required insurance to Missoula County prior to commencing work under this Agreement by providing certificates of insurance to Missoula County for all required insurance.

11. Standard of Care

NewFields agrees to perform the Designated Services pursuant to the terms of this Agreement and in material compliance with all applicable laws, rules and regulations of government authorities. Although NewFields believes that the Designated Services shall provide the desired benefits sought by Client, NewFields makes no warranty or guaranty with respect thereto, and specifically NEWFIELDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, WITH RESPECT TO THE DESIGNATED SERVICES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Client agrees to provide NewFields with prompt written notice of any defect or suspected defect in the Designated Services.

12. Limitation of Liability

- A. NewFields has neither created nor contributed to the existence of any Hazardous Materials (defined below) at any Site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such Hazardous Materials. Accordingly, neither NewFields nor any of its members, managers, officers, parents, affiliates, subsidiaries, employees and agents (collectively, the “**NewFields Indemnitees**”) will be liable to Client or to any other person or entity with respect to any of the matters described in Section 12C below for which Client is obligated to indemnify the NewFields Indemnitees.
- B. In no event shall the NewFields Indemnitees be liable to Client or to any other person or entity for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the breach thereof, or to the performance of the Designated Services.
- C. Client acknowledges and agrees that the NewFields Indemnitees shall have no liability to Client with respect to the quality or condition of any data, media or other materials provided by Client to NewFields as part of NewFields’ performance of the Designated Services. For example, if such data contains a virus, bug or other defect, the NewFields Indemnitees shall not be responsible for any such matters or for any costs or expenses necessary to correct same. Furthermore, Client acknowledges and agrees that Client shall be solely responsible for Client’s data, media and materials while they are in transit to or from NewFields. The NewFields Indemnitees shall not be held responsible for errors introduced within NewFields’ software or any other software that result from databases or database interfaces that have been developed by parties other than NewFields.

13. Indemnity

- A. Client shall defend, indemnify and hold harmless NewFields, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the Client, its employees or agents.

- B. Subject to the limitations described in Section 4, and Section 12, NewFields shall defend, indemnify and hold harmless Client, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the NewFields, its employees or agents.
- C. To the maximum extent permitted by law, Client shall release, defend, indemnify and hold harmless NewFields and the other NewFields Indemnitees from and against any and all liabilities, sums paid in settlement of claims, obligations, charges, actions (formal or informal), claims (including, without limitation, claims for personal injury under any theory or for real or personal property damage), liens, taxes, administrative proceedings, losses, liabilities, damages (including, without limitation, punitive damages), penalties, fines, court costs, administrative service fees, response and remediation costs, stabilization costs, encapsulation costs, treatment, storage or disposal costs, groundwater monitoring or environmental study, sampling or monitoring costs, other causes of action, and any other costs and reasonable expenses (including, without limitation, reasonable attorneys', experts', and consultants' fees and disbursements and investigating, laboratory and data review fees) imposed upon, incurred by or asserted or awarded against, the NewFields Indemnitees, and any of them (whether or not indemnified against by any other party), arising directly or indirectly from or out of:
- (1) the past, present or future treatment, storage, disposal, generation, use, transport, movement, presence, release, threatened release, spill, installation, sale, emission, injection, leaching, leaking, pumping, dumping, escaping, or seeping of any Hazardous Materials, or of materials containing or alleged to contain Hazardous Materials, on, in, under or affecting all or any portion of any real property on or in connection with which NewFields provides Designated Services (each a "**Site**"), or any immediately surrounding areas, that is not caused by the gross negligence or willful misconduct of NewFields;
 - (2) the violation or alleged violation by any person other than NewFields of any Environmental Law with regard to the past, present or future ownership, operation, use or occupation of any Site; and/or
 - (3) the enforcement of this Section 12C.

For the purposes of this Agreement, "**Environmental Law**" shall mean any federal, state or local statute, regulation or ordinance, or any judicial or administrative decree or decision, whether now existing or hereafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells; and "**Hazardous Materials**" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous, radioactive, toxic or otherwise dangerous under any Environmental Law.

14. Confidentiality

Each party hereto acknowledges that, in connection with this Agreement, such party (the "**Disclosee**") might be making use of, acquiring and adding to, the Confidential Information of the other party (the

“Discloser”). For purposes of this Agreement, **“Confidential Information”** shall mean (i) the confidential and proprietary information of the Discloser which is of a special and confidential nature and has tangible or intangible value and which includes, but is not limited to, the following: (1) information related to the suppliers, customers, and prospective suppliers and customers of the Discloser, (2) information concerning or related to the business of the Discloser that could be used as a competitive advantage by competitors if revealed or disclosed to such competitors or to persons or entities revealing or disclosing same to such competitors, and (3) **“trade secrets”**, meaning information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information: (A) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (**“Trade Secrets”**); (ii) the confidential and proprietary information of any other person or entity that the Discloser is obligated to maintain or hold as confidential; and (iii) any and all oral or written analyses, notes, compilations, studies, interpretations, extracts or summaries which contain, reflect or are based upon, in whole or in part, any of the confidential and proprietary information described in items (i) or (ii) hereof, as well as all photo, electronic or other copies or reproductions, in whole or in part, of any of the foregoing, stored in whatever medium (including electronic or magnetic); provided however, that Confidential Information shall not include any information that: (A) was generally known or available to the public (other than by reason of any violation by the Disclosee or any other person or entity of any written or other obligation of confidence) at the time of the disclosure to the Disclosee by the Discloser or any of its agents or representatives, or (B) became generally known or available to the public (other than by reason of any violation by the Disclosee or any other person or entity of any written or other obligation of confidence) after the time of disclosure to the Disclosee by the Discloser or any of its agents or representatives. Each Disclosee acknowledges that the Confidential Information has been and shall continue to be of central importance to the business of the Discloser, and that disclosure of it to, or its use by, others could cause substantial loss to the Discloser. Each Disclosee agrees that, at all times during the Term and (a) with respect to all Trade Secrets, for so long thereafter as such Trade Secrets continue to constitute Trade Secrets (or for a period of five (5) years after the Term, whichever is longer); and (b) with respect to all Confidential Information not constituting Trade Secrets, for a period of five (5) years after the Term, the Disclosee shall not, directly or indirectly, use, divulge or disclose to any person or entity, other than those persons or entities employed or engaged by the Disclosee who or which are authorized to receive such information, any of the Confidential Information which was obtained by the Disclosee as a result of the performance of this Agreement, and the Disclosee shall hold all of the Confidential Information confidential and inviolate and shall not use the Confidential Information against the best interests of the Discloser. Notwithstanding any provision of this Section 13 to the contrary, the obligations of the parties set forth in this Section 13 shall not in any manner be construed to limit or adversely affect the exercise of the rights and privileges of the parties hereto in Section 5 above, and in the event of any conflict between the terms of this Section 13 and the terms of Section 5, the terms of Section 5 shall govern and control.

15. Right of Entry and Property Responsibility

During the Term, Client shall grant or cause to be granted to NewFields and its assignees and subcontractors, at Client's expense, free access to any Site. Client shall notify the owners and possessors of such Site, whether they are lawfully or unlawfully in possession, that Client has granted such free access to such Site. Client shall secure permission and any permits necessary to allow NewFields and its assignees and subcontractors free access to such Site at no charge to such parties unless otherwise specifically agreed to in writing.

NewFields shall not assume control of or responsibility for the property itself or the safety of persons not in NewFields' employ.

16. Site Uncertainties

In soils, foundations, groundwater and other geotechnical or geoscience investigations, actual conditions may vary materially from those noted at test points or sample intervals. Because of the inherent uncertainties, changed or unanticipated conditions may arise during subsequent activities at any Site that could potentially affect project scope and cost. Because of these inherent uncertainties, NewFields' reports and opinions with respect to any Site's condition and potential construction or cleanup costs are not guaranteed to be a representation of actual Site conditions or costs, and the consequences of unanticipated conditions during subsequent activities at any Site are not the responsibility of NewFields.

17. Client Disclosures and Discovery of Site Conditions

- A. Client is responsible for accurately delineating the boundaries of any Sites. Client represents and warrants that it will fully disclose in writing to NewFields all known, assumed or suspected structures, tanks, utilities, pipelines and Hazardous Materials at, under or near the Sites. Client shall provide to NewFields all known and/or available information, including, without limitation, plot plans, as-builts, surveys, reports, hydrographic data, previous geotechnical or environmental investigations and any other data pertaining to the Sites. This information shall be provided before NewFields commences the Designated Services. NewFields shall make reasonable precautions to avoid any known, assumed or suspected structures, tanks, utilities or pipelines. However, the NewFields Indemnitees shall not be liable, and Client waives any claim, for any consequences of any action of the NewFields Indemnitees, for any incorrect advice, judgment or decision based on any incomplete or inaccurate information furnished by Client or third parties upon which NewFields relies, and Client agrees to indemnify the NewFields Indemnitees against third party claims resulting from such action, advice, judgment or decision, and against attorneys' fees and other reasonable expenses of defending against such claims, as part of the indemnification provided in Section 12A.
- B. NewFields shall promptly notify Client in writing of subsurface, latent or unusual conditions that it discovers at the Sites differing materially from those disclosed by Client or reasonably known or anticipated by NewFields. Client shall promptly investigate these conditions. If conditions materially differ, causing an increase in NewFields' costs or time required to perform any part of the Designated Services, the parties shall modify the Designated Services and NewFields' compensation and time for performance accordingly.

18. Nonsolicitation of Personnel

Client acknowledges that NewFields provides a valuable service by identifying and assigning its employees, independent contractors and agents to assist NewFields in conducting the Designated Services. Client further acknowledges that Client would receive substantial additional value, and that NewFields would be deprived of the benefits of its work force, if Client were to hire any of NewFields' employees, independent contractors or agents after they have been introduced to Client by NewFields. Therefore, without the prior written consent of NewFields, Client shall not recruit or hire any employee, independent contractor or agent of NewFields that is or has been assigned to perform any of the Designated Services on behalf of NewFields, or who actually performs any part of such Designated Services, until one (1) year after the termination of this Agreement.

19. Notices

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and, if mailed by prepaid first class mail or certified mail, return receipt requested, at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof. In addition, notices hereunder may be delivered by hand, in which event the notice shall be deemed effective when delivered, or by overnight courier, in which event the notice shall be deemed to have been received on the next business day following delivery to such courier. Finally, notices hereunder may be delivered by facsimile transmission or by electronic mail transmission; if sent by facsimile transmission, such notice shall be followed forthwith by letter and shall be deemed to have been received on the next business day following dispatch and acknowledgment of receipt by the recipient's facsimile machine; and if sent by electronic mail transmission, such notice shall be followed forthwith by letter and shall be deemed to have been received on the next business day following such transmission. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

(a) If to NewFields:

NewFields Companies, LLC
Eric Salnas
1349 W. Peachtree St. NW, Suite 1950
Atlanta, Georgia 30309
404.347.9050
email: notices@newfields.com

(b) If to Client:

Missoula County
200 West Broadway
Missoula, MT 59802
Attention: Sindie Kennedy
Phone: 406-258-3688
email: skennedy@missoulacounty.us

Unless and until notice of another or different address shall be given as provided herein.

20. Integration

This Agreement, including each Statement of Work related hereto and entered into by the parties hereto from time to time, and all other attachments, if any, hereto and to any Statement of Work, embodies the entire agreement between, and the understanding of, the parties hereto in respect of the subject matter contained herein. The parties hereto have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior or contemporaneous negotiations, understandings and agreements, whether written or oral, between the parties hereto with respect to the subject matter contained herein, including but not limited to any preprinted terms and conditions contained in any purchase order, request for proposal, proposal or other written communication between the parties. In the event of any conflict between the terms and conditions of this Agreement (excluding the Statements of Work) and the terms and conditions of a particular Statement of Work, the terms and conditions of this Agreement (excluding the Statements of Work) shall govern and control, except to the extent otherwise expressly provided in such Statement of Work.

21. Extensions, Modifications or Amendments

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification or amendment is set forth in a written instrument, which is executed and delivered on behalf of such party.

22. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as provided above, this Agreement shall not create any rights or benefits in any person or entity other than Client and NewFields, nor is it intended to create any third-party beneficiaries to it.

23. Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were limited or modified, consistent with its general intent, to the extent necessary so that it shall be valid, legal and enforceable, or if it shall not be possible to so limit or modify such invalid, illegal or unenforceable provision, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and all other provisions hereof shall be and remain unimpaired and in full force and effect.

24. Waiver

The failure or delay of either party hereto at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or

partial waiver by either party hereto of any condition of this Agreement, or the breach of any term, agreement or covenant or the inaccuracy of any representation or warranty of this Agreement, whether by conduct or otherwise, in any one or more instances shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

25. Compliance with Federal Regulations

- A. The Consultant Firm agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled “Preservation of Open Competition and Government Neutrality Towards Government Contractors’ Labor Relations on Federal and Federally-funded Construction Projects,” as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled “Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors’ Labor Relations on Federal and Federally Funded Construction Projects.”
- B. The Consultant Firm shall comply with all Federal cross-cutting requirements including, but not limited to Davis-Bacon Act, as amended (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5); OSHA Worker Health & Safety Standard 29 CFR Part 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Clean Air Act (42 USC 7401-7671q.); Federal Water Pollution Control Act (33 USC 1251-1387); Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 3701-3708); the Copeland Anti-Kickback Act (40 USC 3145) as supplemented by the Department of Labor regulations (29 CFR Part 3); the Federal Fair Labor Standards Act; the Hatch Act; 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants; 40 CFR 31; and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- C. The Consultant Firm will comply with the provisions of 2 CFR 200.112 and 2 CFR 200.74 (as applicable) regarding the avoidance of conflict of interest and the Byrd Anti-lobbying Amendment (31 USC 1352).

26. Governing Law & Choice of Venue

This Agreement, and any and all claims arising out of the relationship between the parties hereto, shall be governed by and construed in accordance with the laws of the State of Montana, without giving effect to any conflicts or choice of laws principles which otherwise might be applicable.

NewFields and Client agree that performance of this Agreement is in Missoula County, Montana. In the event of litigation concerning it, venue is in the 4th Judicial District, in and for the County of Missoula, State of Montana.

THIS AGREEMENT and any subsequent Amendments may be executed in counterparts which, when taken together, shall constitute a fully executed Agreement. Signatures transmitted by facsimile or electronically shall be considered as valid and binding as original signatures.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the day and year first above written.

NEWFIELDS COMPANIES, LLC

BY:

Eric Salnas, Chief Financial Officer

DATE: _____

**BOARD OF COUNTY COMMISSIONERS
Missoula County, Montana**

BY:

Juanita Vero, Chair

DATE: _____

David Strohmaier, Commissioner

DATE: _____

Josh Slotnick, Commissioner

DATE: _____

ATTEST:

Tyler Gernant, Missoula County Clerk & Record

EXHIBIT A

STATEMENT OF WORK

**MISSOULA COUNTY
BROWNFIELDS ASSESSMENT PROGRAM**

_____, 2022 TO SEPTEMBER 30, 2025

STATEMENT OF WORK

To: Sindie Kennedy
Missoula County
200 West Broadway
Missoula, MT 59802
(406) 258-3688

Scope of
Services:

Subject and pursuant to the terms and conditions of that certain Client Services Agreement dated effective as of [EFFECTIVE DATE] by and between NewFields Companies, LLC and its affiliates (“NewFields”), and Missoula County (the “Client”), a copy of which is attached hereto (the “Agreement”), NewFields will perform the following Designated Services for Client during the time period set forth below, and for the compensation described below:

- a. The allocation of Brownfields funds awarded to NewFields by the Client must be utilized to achieve the identified list of activities set forth below. The activities to be performed by NewFields will be completed according to the workplan and schedule included as Appendix 1 to this Agreement, which by this reference is made a part of this Agreement. Applicable activities are as follows:
 - i. Community outreach;
 - ii. Phase I Environmental Site Assessments (ESAs);
 - iii. Phase II ESAs, including programmatic Quality Assurance Project Plan (QAPP) and site-specific Sampling & Analysis Plans (SAPs);
 - iv. Analysis of cleanup options and cost estimating;
 - v. Cleanup, reuse or other eligible planning activities; and
 - vi. Status reporting and project meetings.
- b. Each activity may consist of one or more Projects, which may include a) a stand-alone or community-wide report or b) reports, testing, and other assessment activities attributable to a specific address of a site being assessed.

Client shall provide NewFields with sufficient working space and facilities, and any other services and materials that NewFields may reasonably request, in order to

perform the Designated Services. Upon request by Client, NewFields shall provide to Client detailed periodic reports, in a form reasonably prescribed by Client from time to time, describing the Designated Services performed by NewFields, including the status thereof.

Time Period: NewFields shall perform the Designated Services described herein during the following time period:
_____, 2022 to September 30, 2025

Deliverables: The major components of the approved deliverables include, but are not limited to:

- a. Community outreach materials to include color brochures, FAQ fact sheets and other marketing tools deemed appropriate,
- b. Draft and Final Phase I Reports,
- c. Draft and Final site-specific Sampling Analysis Plans (SAP) and Health and Safety Plans, Work Plans for additional investigations (if needed). (Applicable only if negotiated with the County),
- d. Draft and Final Quality Assurance Project Plan Report,
- e. Draft and Final Phase II Environmental Assessment Report(s),
- f. Cleanup, reuse or other eligible planning documents,
- g. Cleanup options with preliminary cost estimates,
- h. Draft and Final Community Outreach/Environmental Education Report.

Compensation: With respect to the performance of the Designated Services described herein, Client shall pay to NewFields compensation in the form of professional service fees on a Time & Materials basis at the rates listed in Appendix 2 (NewFields 2023 Montana Rate Schedule, Brownfields Assessment and Remediation Work). Rates will be re-evaluated annually. Any modification will be approved by the Client pursuant to Section 21.

NewFields is pleased to submit this Statement of Work to Client for the performance of the Designated Services described herein. To accept this Statement of Work, please sign and date below, and email this Statement of Work to Wilhelm Welzenbach of NewFields at wwelzenbach@newfields.com. Thank you.

NEWFIELDS COMPANIES, LLC

BY:

Eric Salnas, Chief Financial Officer

DATE: _____

**BOARD OF COUNTY COMMISSIONERS
Missoula County, Montana**

BY:

Juanita Vero, Chair

DATE: _____

EXHIBIT B

ACCEPTANCE OF MISSOULA COUNTY PROVISIONS

1. ACCEPTANCE OF BROWNFIELDS PROGRAM REQUIREMENTS

- A. By accepting an award of Brownfields funds, the Consultant Firm agrees to comply with all laws, rules and regulations related to the Brownfields program. The Consultant Firm shall be in compliance with all applicable provisions of state and federal law pertaining to the Project, including CERCLA and the regulations contained in 40 CFR Part 300, 42 USCA 9601 et. seq., and all applicable EPA assistance regulations (40 CFR Part 31 for governmental entities or 40 CFR Part 30 for nonprofit organizations). All procurements conducted with Subgrant funds must comply with 40 CFR Part 31.36 or 40 CFR Part 30.40-30.48, as applicable, as now in effect or as they may be amended during the term of this Agreement; all requirements established by the County, applicable state and federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.
- B. The Consultant Firm agrees that all contracts entered into by the Consultant Firm for the completion of the activities described in Section 5 of this Agreement will contain special provisions requiring contractors to comply with all applicable requirements, related to equal opportunity, anti-discrimination, labor standards, minority/women-based enterprises and other provisions as specified by the County.
- C. The Consultant Firm expressly agrees to repay to the County any and all funds advanced to the Consultant Firm under this Agreement that the Consultant Firm, its officers, employees, agents, assigns, subcontractors or subrecipient entities, or any other agent to which the Consultant Firm delegates authority to carry out portions of this Agreement, expend in violation of the terms of this Agreement or in violation of any federal, state and local statutes, ordinances and/or regulations governing the Brownfields Program.

2. ELIGIBILITY

The Consultant Firm certifies that the firm and the firm's principals are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive Orders 12549 and 12689), "Debarment and Suspension" [2 CFR 180].

3. ACCESS TO RECORDS AND PROJECT MONITORING

- A. The Consultant Firms will maintain adequate and reasonable records of its performance under this Agreement and will allow access to these records at any time during normal business hours by the County, the U.S. Environmental Protection Agency and the Comptroller General. These records will be kept in the Consultant Firm's office in Missoula, Montana.
- B. CAPS may monitor and inspect all phases and aspects of the Consultant Firm's performance to determine compliance with the provisions of the application, the Scope of Activities set forth in Section 5 of the Agreement, and with any other technical and administrative requirements, including the adequacy of the Consultant Firm's records and accounts. CAPS will advise the

Consultant Firm of any specific areas of concern and provide the Consultant Firm opportunity to propose corrective actions acceptable to CAPS.

4. PROJECT PROGRESS REPORTING

- A. During the term of this Agreement, the Consultant Firm will submit a Project Progress Report to CAPS during each quarter for the periods ending June, September, December and March. This report will describe the status of the project with respect to each implementation objective including, at a minimum, the percentage of the project which has been completed, costs incurred, and anticipated completion date. The report must also describe any significant problems encountered and any necessary modification of the project scope or implementation schedule that is being requested.
- B. The Consultant Firms will submit the Project Progress Report to CAPS within 10 days of the close of each quarter. The County will not process claims for payment until the required quarterly report has been submitted to and approved by CAPS.

5. CONFLICT OF INTEREST

The County and the Contractor further agree that:

- A. In addition to the conflict of interest requirements in 2 CFR 200.211, no person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- B. The Client reserves the right to assign tasks or direct work to an alternate Consultant Firm in the event of a conflict of interest. The Missoula County Board of County Commissioners are authorized to assign such tasks as needed to carry out activities described in Appendix 1.

6. NON-DISCRIMINATION

- A. Contractor agrees to comply with all federal, state and local laws, rules and regulations. In accordance with §49-3-207 MCA, all hiring must be on the basis of merit and qualifications; and there may not be discrimination on the basis of race; ancestry; color; physical or mental disability; religion; national origin; sex; age; marital or familial status; creed; ex-offender status; physical condition; political belief; public assistance status; or sexual orientation, gender identity or expression, or any other basis prohibited by law pursuant to this Agreement or related to the performance and management of this Agreement.
- B. Consultant Firm shall comply with the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and the regulations at 41 CFR Part 60-4. Consultant Firms must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education

Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Subgrantee. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws, and local ordinance.

NEWFIELDS COMPANIES, LLC

BY:

Eric Salnas, Chief Financial Officer

DATE: _____

**BOARD OF COUNTY COMMISSIONERS
Missoula County, Montana**

BY:

Juanita Vero, Chair

DATE: _____

**Appendix 1:
MISSOULA COUNTY
BROWNFIELDS ASSESSMENT WORK PLAN**

Community Involvement

Task 2 - Community Involvement Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)
<ul style="list-style-type: none"> • Conduct public meetings • Ensure that commitments made by stakeholders in proposal are implemented. 	<p>Outputs:</p> <ul style="list-style-type: none"> • Bi-monthly meetings, meeting agendas, attendance lists and meeting notes <p>Commitments from CBOs</p> <p>Outcomes:</p> <ul style="list-style-type: none"> • An active and motivated workgroup driving Brownfields initiatives 	<p>Attend Stakeholder Meetings once per year: 2023, 2024, 2025 (at least six organizations/committees per year totaling approx. 18 meetings);</p>
<p>Develop Outreach Materials:</p> <ul style="list-style-type: none"> • Create brochure targeting private & public property owners, lenders and developers • Create FAQ fact sheet • Update website 	<p>Outputs:</p> <ul style="list-style-type: none"> • 100 copies of brochures; 500 copies of FAQs, 1 easy to navigate and informative website to engage public <p>Outcomes:</p> <ul style="list-style-type: none"> • Up-to-date outreach tools to promote project work and disseminate information 	<p>Q1 2023 and ongoing</p>
<p>Implement outreach strategy in target areas:</p> <ul style="list-style-type: none"> • Meet w/ local community organizations and inform elected officials • Publish program info in local papers and post notices in town halls & community centers 	<p>Outputs:</p> <ul style="list-style-type: none"> • 12 quarterly email updates to redevelopment advocates • 6 ads/postings in target areas <p>Outcomes:</p> <ul style="list-style-type: none"> • Improve community knowledge on BF issues and identify potential BF sites • Direct effort to meet needs and desires of community 	<p>Q1 2023 and ongoing</p>
<p>Hold local public meeting on Phase II sites:</p> <ul style="list-style-type: none"> • Discuss Phase II results, and potential cleanup and redevelopment plans 	<p>Outputs:</p> <ul style="list-style-type: none"> • Minimum 9 local public meeting, presentation materials, attendance list <p>Outcomes:</p> <ul style="list-style-type: none"> • Encourage public participation and support of BF project(s) going forward 	<p>Q2 2023 and ongoing</p>

Site Inventory and Phase I Assessments

Task 3 - Site Inventory & Phase I Assessments Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)
Site inventory: <ul style="list-style-type: none"> • Gather recognized and potential brownfields sites in target areas • Enter sites on GIS mapping tool 	Outputs: <ul style="list-style-type: none"> • GIS map of potential BF sites Outcomes: <ul style="list-style-type: none"> • Graphical capturing of BF sites for planning and outreach work 	Q1 2023 and ongoing
Site prioritization and eligibility determination: <ul style="list-style-type: none"> • Choose initial sites for Phase I investigation • Evaluate site access issues • For each selected site, provide site eligibility information to EPA (or State for petroleum sites) for review • Obtain EPA (or State, if petroleum determination is required) signature for site eligibility determination 	Outputs: <ul style="list-style-type: none"> • Planning meetings; 6 eligible sites identified in initial inventory search • Estimate 5 additional eligible sites identified during remainder of grant Outcomes: <ul style="list-style-type: none"> • 11 brownfield sites identified with the highest redevelopment and community benefit potential in target area(s) 	Q1 2023 and ongoing
Phase I investigations: <ul style="list-style-type: none"> • Conduct planning meeting with contractor to discuss approved sites • Contractor obtains access agreement and performs Phase I investigation • Contractor submits draft Phase I report to project team members • Team reviews/comments on draft Phase I • Preparation of Phase I AAI Checklist for EPA • Contractor submits final Phase I report to project team members 	Outputs: <ul style="list-style-type: none"> • Planning meetings • 7 Phase I Report • updated ACRES database Outcomes: <ul style="list-style-type: none"> • 7 High potential Brownfields site assessed through Phase I • Total acres assessed through Phase I 	Q1 2023 and ongoing

Site-Specific Activities

Task 4 – Phase II Assessments & Cleanup Planning Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)
Phase II preparation: <ul style="list-style-type: none"> • Meet with steering committee to review Phase I results and project direction 	Outputs: <ul style="list-style-type: none"> • Project planning meetings • 1 approved generic QAPP 	Q2 2023 and ongoing

Task 4 – Phase II Assessments & Cleanup Planning Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)
<ul style="list-style-type: none"> • Obtain EPA approval to conducting Phase II • Meet with contractor to Plan Phase II • Review and update program Quality Assurance Project Plan (QAPP) • Encourage contractor to maximize efficiencies and minimize negative impacts of site assessments by incorporating green and sustainable remediation (GSR) techniques that are applicable to Phase II assessment activities 	<ul style="list-style-type: none"> • 11 sites approved for Phase II investigation <p>Outcomes:</p> <ul style="list-style-type: none"> • 11 high priority sites identified for further investigation and potential redevelopment • 1 approved QAPP 	
<p>Phase II investigation:</p> <ul style="list-style-type: none"> • Contractor submits draft site-specific QAPP addendum to project team for review and comments • EPA/state approval is obtained for final site-specific QAPP • Contractor performs field work according to plan • Grantee monitors site work and communicates any concerns with EPA/state • Grantee tracks green and sustainable site assessment efforts used during Phase II investigations • Contractor submits draft Phase II report to project team for review and comments • Contractor submits final Phase II report to project team • Project team & steering committee evaluate Phase II findings, and implement additional Phase II investigations as appropriate to delineate extent of contamination 	<p>Outputs:</p> <ul style="list-style-type: none"> • 6 approved site-specific QAPP Addenda (delineating extent of site contamination on 11 Brownfield site) • 6 Phase II report(s) documenting the results • Updated ACRES database • Green and sustainable efforts reported in quarterly reporting <p>Outcomes:</p> <ul style="list-style-type: none"> • 6 high priority sites with complete Phase II assessments that are ready for cleanup and reuse planning • 100+ acres assessed through Phase II assessments • Greener and more sustainable site assessment techniques utilized 	Q2 2023 and ongoing
<p>Cleanup & reuse planning:</p> <ul style="list-style-type: none"> • Throughout Phase II process, strategize with steering committee on reuse plans for the site 	<p>Outputs:</p> <ul style="list-style-type: none"> • 9 or more internal cleanup and reuse planning meeting(s) • 3 draft cleanup alternatives plan • 3 draft remedial action plans • GSR language in ABCA 	Q3 2023 and ongoing

Task 4 – Phase II Assessments & Cleanup Planning Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)
<ul style="list-style-type: none"> • Conduct outreach to leverage developer/lender interest in the property • Meet with contractor to develop draft cleanup alternatives and remediation plans for the site • Incorporate GSR principles/techniques into Analysis of Brownfields Cleanup Alternatives (ABCA) • Perform public outreach and involvement in cleanup and reuse planning 	<ul style="list-style-type: none"> • updated ACRES database • 3 public meetings on project results • Potential for developer / lender workshop and transaction forum <p>Outcomes:</p> <ul style="list-style-type: none"> • 3 Properties assessed through cleanup and reuse planning, and ready for cleanup and redevelopment • Over 100 acres ready for cleanup & redevelopment • Greener and more sustainable plans for cleanup 	
Etc.		

1. Quality Assurance

Prior to undertaking Phase II assessments, Missoula County will prepare and submit a Quality Assurance Project Plan (QAPP) which meets the approval of U.S. EPA Region 8 Brownfields Program. The QAPP will describe the project, the sampling and analytical strategies, and the methods and procedures that will be used in all Phase II assessments. The Region VIII EPA crosswalk shall be submitted with each site-specific QAPP. QAPP approval will be obtained prior to performing any field activities.

2. Pre-award Costs (Grantee to include this section if appropriate)

No pre-award costs related to NewFields are anticipated at this time.

3. Compliance with other Federal Requirements

NewFields will comply with other requirements including but not limited to the following: Disadvantaged Business Enterprise (DBE) requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) and the Anti-Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

**Appendix 2:
NEWFIELDS COMPANIES, LCC
2023 MONTANA RATE SCHEDULE
BROWNFIELDS ASSESSMENT AND REMEDIATION WORK**

LABOR	
Staff Position	Labor Rate
Principal	\$165
Senior Scientist or Engineer	\$150
Project II (Engineer, Scientist)	\$130
Project I (Engineer, Scientist)	\$120
Staff II (Engineer or Scientist)	\$100
Staff I (Engineer or Scientist)	\$90
GIS Analyst	\$95
Project Assistant	\$70
DIRECT COSTS	
Vehicle Rental	Costs + 10%
Lodging	
Meals	
Fuel	
Sample and equipment shipping	
Subcontractors	
Per Diem	\$38/day
Photoionization Detector or Combustible Gas Indicator	\$78/day
Sub-Meter GPS Antenna	\$78/day
Analytical Costs (per sample)	
RCRA Metals	\$85
Volatile Organic Compounds	\$79
Semi-Volatile Organic Compounds - SVOCs (EPA 8270)	\$190
Polyaromatic Nuclear Hydrocarbons - PAH (EPA 8270)	\$90
Methamphetamine	\$65
Asbestos	\$12