



August 10, 2022

Rowan County Government
130 West Innis Street
Salisbury, North Carolina 28144

Attention: Mr. Aaron Church
County Manager

Reference: **Proposal for Professional Services**
Rowan County Jury Parking Lot
Salisbury, Rowan County, North Carolina
S&ME Proposal No. 22350584

Dear Mr. Church:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to provide professional services for the Rowan County Jury Parking Lot located at the southern quadrant of the intersection of West Liberty Street and North Jackson Street in Salisbury, Rowan County, North Carolina. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the fee for our services. An Agreement for Services (AS-071) is attached and is incorporated as part of this proposal.

◆ Background Information

This proposal is based on a telephone conversation and e-mail correspondence between Mr. Aaron Church, the Rowan County Manager, and Ms. Kristen Hill of S&ME between August 4 and 9, 2022. S&ME understands that Rowan County has requested a cost proposal for the performance of due diligence services prior to the potential purchase of the subject property. Rowan County currently leases the subject property for juror parking. S&ME understands that Rowan County is interested in purchasing the property; however, they are concerned about the possible presence of historical graves due to nearby historical cemeteries and other past uses of the site.

S&ME understands that the subject property is currently developed with a gravel parking lot, and the southeastern and southwestern portions of the subject property contain wooded land. Based on a review of the Rowan County Geographic Information Systems (GIS) website, the subject property is comprised of two adjoining tax parcels: 010-135 is located on the southeastern portion of the subject property, and parcel 010-132 comprises the northern and southwestern portions of the subject property.

Information on the two tax parcels that comprise the subject property is provided in the table below.



Table 1: Summary of Parcel Information

Parcel ID	Street Address	Acreage	Property Owner
010-132	219 N Jackson Street	0.63	First Baptist Church of Salisbury
010-135	219 W Liberty Street	0.12	First Baptist Church of Salisbury

The subject property is situated in downtown Salisbury, North Carolina. Property usage in the general area of the subject property is a mixture of commercial businesses, residential homes, and government buildings. The subject property is bordered by the Old English Cemetery to the southeast. First Baptist Church of Salisbury is located on the northwestern adjacent property across North Jackson Street.

A review of the 2021 aerial photograph on the Rowan County GIS website indicates that the subject property is currently an undeveloped gravel parking lot. Rowan County GIS indicates grades at the site range from elevation 742 to 748 feet, sloping downward from the south to the north.

At the request of Mr. Church, S&ME has prepared the following cost estimate to conduct the following due diligence services on the subject property:

- ◆ Phase I Environmental Site Assessment (ESA);
- ◆ Geophysical Survey;
- ◆ Limited Geotechnical Assessment.

Since Rowan County is concerned about the presence potential graves and/or historical environmental conditions, S&ME will conduct the proposed services in a phased approach. S&ME will complete the Phase I ESA and provide the data from the assessment to Rowan County prior to proceeding with the Geophysical Survey. S&ME will provide the data from the Geophysical Survey to Rowan County before initiating work on the Geotechnical Assessment. The phased approach will allow Rowan County to control the costs of the assessment, and if Rowan County does not want to proceed, then costs for services that are no longer required will not be incurred.

◆ Scope of Services

Task 1 – Phase I ESA

The most widely utilized standard for performing Phase I ESAs is the standard developed by the ASTM International (ASTM) entitled E 1527 *Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment Process*. An assessment performed in accordance with this standard meets requirements for *All Appropriate Inquiries (AAI)* per 40 CFR Part 312 and may permit the User to qualify for certain *Landowner Liability Protections (LLPs)*.

The purpose of the assessment is to identify *recognized environmental conditions* (as defined in ASTM E 1527-13) in connection with the property. S&ME's approach to performing a Phase I ESA under the ASTM E 1527-13 Standard Practice includes the following subtasks:



Subtask I – Review of the Public Records

A review of reasonably ascertainable and practically reviewable public records for the site and the immediate vicinity will be conducted to characterize environmental features of the site and to identify past and present land use activities, on or in the vicinity of the site, which may indicate evidence of *recognized environmental conditions*. The review of the public record will include:

Review of federal, State, and tribal standard environmental record sources as well as selected local sources in accordance with the specified minimum search distances in ASTM E 1527-13. The search of these records will be performed by a firm specializing in this service with results presented in a written report that will be appended to S&ME's Phase I ESA report. Review of regulatory file information may be reviewed if the subject property or adjoining properties is listed on one or more of the standard environmental record sources, the file information is reasonably ascertainable, and can be obtained within a reasonable timeframe and at a reasonable cost. The regulatory records will be reviewed to evaluate potential environmental impacts to the subject property from on-site and nearby sources to include soil, groundwater, and vaporous form contaminants.

Examination of one or more historical records sources such as: aerial photos, fire insurance maps, street directories, USGS 7.5-minute topographic maps, fire department or health department records for evidence suggesting past uses that might have involved hazardous substances or petroleum products.

Subtask II – Site Reconnaissance

A site reconnaissance will be performed to identify visible signs of environmental conditions on or adjoining the property that might be indicative of activities resulting in hazardous substances or petroleum products being used or deposited on the property. The site reconnaissance will include the following activities:

Performing a visual reconnaissance of the subject property and adjoining properties (from public rights-of-way) for evidence of the possible presence of contaminants or contaminant sources.

The periphery of the property will be viewed and a walk-through of accessible areas of the site interior, including onsite structures, will be conducted if readily accessible.

Noteworthy site features and conditions will be photographed.

Subtask III – Interviews

Interviews with appropriate local officials will be conducted to consider local knowledge of hazardous substances or petroleum products on the subject property or on adjacent properties. Past and current property owner(s), operators and key occupants will be interviewed regarding the potential for contamination at the property to the extent they have been identified by the client and that information likely to be obtained is not duplicative.

Subtask IV – Written Report

Upon completion of the public record review, interviews and site reconnaissance, S&ME will provide a written report documenting findings, opinions and conclusions. The report will be issued in PDF format and will be submitted to via electronic mail. No paper copies of the report will be generated.



Our conclusions will be presented in terms of the presence or absence of *recognized environmental conditions* and/or *controlled recognized environmental conditions* as defined in ASTM E 1527-13. However, a conclusion of “no evidence of recognized environmental conditions or controlled recognized environmental conditions” should not be interpreted as a guarantee or warranty that the property is “clean” or free of all contaminants. Environmental conditions may exist on the property that may not be identified through the scope of ASTM E 1527.

Viability of the Phase I ESA

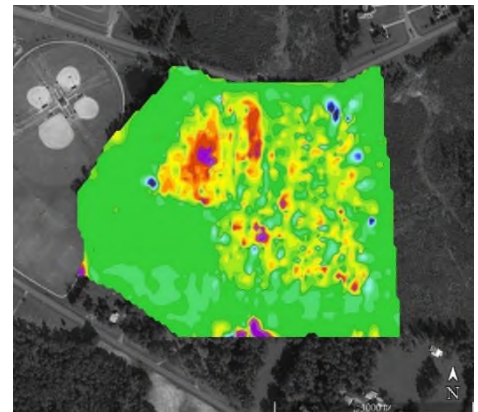
ASTM E 1527-13 states that an ESA “meeting or exceeding” this practice and completed less than 180 days prior to the date of acquisition or intended transaction is presumed to be valid if the report is being relied upon by the User for whom the assessment was originally prepared.

Task 2 – Geophysical Survey

We will conduct a geophysical survey within the requested area that is accessible and without obstruction (e.g., walls, cars, vegetation/landscaping, etc.) in an effort to identify features potentially related to buried foundations, debris, historical burials, and other possible obstructions that might be presented at the site. The geophysical survey will utilize a combination of the Frequency Domain Electromagnetic (FDEM) and Ground Penetrating Radar (GPR) methods. Brief descriptions of these complementary techniques are presented in the following paragraphs.

Frequency Domain Electromagnetics (FDEM)

FDEM is a non-invasive method that provides measurements of subsurface conductivity, which can be used to identify buried structures and/or other anomalous subsurface features. Both the conductivity and in-phase components of the electromagnetic field are recorded as a weighted bulk average. The “terrain” conductivity phase component is measured in millisiemens per meter (mS/m) and provides a measurement of conductivity. The in-phase mode, measured in parts per thousand (ppt), is responsive to highly conductive, metallic objects and/or material. In-phase data also provides comparison responses for discriminating features identified in the conductivity data sets. Data are acquired continuously with a user-defined measuring period (typically every 1 second or less) along a series of parallel and/or perpendicular lines. These measurements are supported with a global positioning system (GPS).



S&ME will perform the following FDEM services for this project:

- ◆ We anticipate collecting FDEM data along transects spaced at approximately 10 feet or less in general accordance with ASTM D6639 “Standard Guide for Using the Frequency Domain Electromagnetic Method for Subsurface Investigations” using a GF Instruments CMD Explorer conductivity meter with a GPS as positioning support.



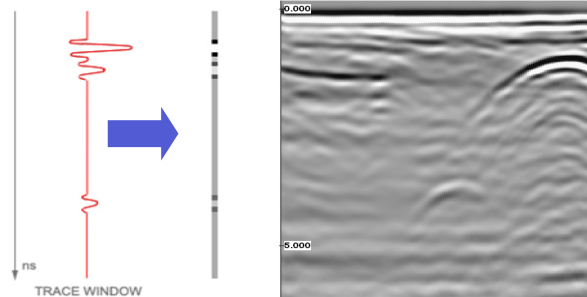
- ◆ Graphical results for both conductivity and in-phase components will be developed using Golden Software's Surfer® program.

Ground Penetrating Radar (GPR)

GPR transmits electromagnetic waves into the subsurface from an antenna at a specific frequency which are then reflected back to a receiver from interfaces between materials with differing dielectric properties (e.g., soil/metal, soil/burial, etc.). The intensity of the reflected GPR wave is a function of the contrast in the electrical properties (i.e., dielectric) at the interface, the conductivity of the material that the wave is traveling through, and the frequency of the signal.

We propose to offer the following scope of GPR services for this project:

- ◆ We anticipate collecting GPR data along a 2-foot grid within the approximate 120-foot by 220-foot area. However, areas where our grid is impeded by surficial obstructions such as heavy vegetation, etc., we will perform transects as allowed by the site conditions
- ◆ Our GPR services will be performed in general accordance with ASTM D6432 "Standard Guide for Using the Surface Ground Penetrating Radar Method for Subsurface Investigation."
- ◆ We will use a Geophysical Survey Systems, Inc. (GSSI) GPR system with GPS positioning support and the data will be post-processed back in the office using the GSSI Radan® 7 GPR software.



Geophysical Reporting

The results of the geophysical survey will be summarized as part of Phase I ESA report. The letter report will include our findings/conclusions and will also consist of a general discussion of the geophysical methods, equipment, data collection, and data processing. A site plan presenting our interpreted feature locations, FDEM data plots, and example GPR profiles will also be provided.

Task 3 – Limited Geotechnical Exploration

Depending on the findings of the geophysical services, if appropriate, S&ME proposes to offer the following scope of geotechnical services for this project:

- ◆ Coordinate with Rowan County personnel for site access.



- ◆ Contact NC 811 to locate existing member utilities at the site.
- ◆ Perform 4 to 6 hand auger borings within the area of the existing parking lot. Locations will generally be selected in grass areas immediately adjacent to the gravel.
- ◆ Perform hand auger borings to depths of up to 5 feet below the existing ground surface. The hand auger borings will be terminated at depths shallower than those proposed if the hand auger borings cannot be manually advanced further. We have assumed up to 8 hours portal to portal for the field testing. DCP testing will be performed at approximate 1-foot intervals in general accordance with ASTM Specialty Publication STP 399. The soils encountered in the hand auger borings will be classified in the field by a geotechnical professional according to the Unified Soil Classification System (USCS) using visual/manual methods.
- ◆ Measure existing stone thickness at each hand auger boring location.
- ◆ Attempt water level measurements in the hand auger boreholes following completion of augering. For safety reasons, a secondary (i.e., 24-hour) water level measurement will not be performed.
- ◆ Backfill borings with cuttings.
- ◆ Stratify the soils encountered in the hand auger borings on-site by a geotechnical professional based on the Unified Soil Classification System.
- ◆ Prepare a subsurface exploration report summarizing our exploration methods, subsurface conditions encountered, and provide recommendations for site preparation and pavement thickness section recommendations, including potential re-use of the existing stone.

Assumptions

Based on our experience with similar projects, we have made the following assumptions:

- ◆ Traffic conditions will include only passenger vehicles.

◆ Excluded Services

Without attempting to be a list of all services or potential services that will be excluded from this proposal and will not be performed by S&ME, the following services are specifically excluded from this proposal. If any of the excluded services are required, please contact us so that we can modify this proposal or prepare a proposal for additional activities.

Task 1 - Phase I ESA

Unless specifically authorized as an addition to the Phase I ESA work scope, the assessment will not include any assessment of environmental conditions not specifically included in the ASTM E 1527-13 standard including, but not limited to sampling of materials (i.e., soil, soil vapor, surface water, groundwater, or air), or the assessment of business risk issues such as wetlands, asbestos-containing materials; lead-based paint; lead in drinking water; mold, fungi or bacteria in on-site buildings; regulatory compliance; cultural/ historic resources; industrial hygiene; health/safety; ecological resources; indoor air quality including vapor intrusion; radon or high voltage power lines. Further, the scope and cost of Tier 2 Vapor Encroachment Screening is excluded from the work proposed herein.



The proposed scope and fee for the Phase I ESA does not include attendance at client meetings or additional consultation to discuss the findings of the Phase I ESA after issuance of the Phase I ESA report, or communications regarding the potential impact of those findings on a proposed real estate transaction or site development. These services can be provided upon request from the client and will be performed on a time and expense basis.

Task 2 – Geophysical Survey

Without attempting to be a list of all services or potential services that will be excluded from this proposal and performed by S&ME, the following services are specifically excluded from this proposal.

- ◆ The term “survey” or “surveying” used in this proposal refers to geophysical surveys, and not “land surveying” (determination of horizontal or vertical location). No “land surveying” is included in this proposal.
- ◆ Additional testing beyond that described above including but not limited to; confirmatory excavations and/or drilling necessary to “ground truth” the geophysical results, etc.
- ◆ Any necessary site clearing.
- ◆ Attendance at project team meetings.
- ◆ Addenda to the letter reports to address changes or additions to the proposed project not known to us at the time of this proposal.

Task 3 – Geotechnical Exploration

- ◆ Surveying of as-drilled boring locations.
- ◆ Laboratory testing of soils.
- ◆ Additional drilling or test pits.
- ◆ Attendance at project team meetings.
- ◆ Addenda to the geotechnical report to address changes or additions to the proposed project not known to us at the time of this proposal.
- ◆ Construction-phase services. The monitoring of construction or testing of construction materials is beyond the proposed scope of geotechnical services.

◆ **Limitations**

Task 1 - Phase I ESA

As indicated in ASTM E 1527-13, the practice is intended to constitute *all appropriate inquiries* to permit the User to satisfy one requirement to qualify for *Landowner Liability Protections* including the innocent landowner, contiguous property owner or bona fide prospective purchaser limitations on CERCLA liability in an approach that is both commercially prudent and reasonable. As such the ASTM standard practice seeks to reduce, but not eliminate, uncertainty regarding the potential for *recognized environmental conditions* in connection with the property. Further, *appropriate inquiry* does not imply an exhaustive assessment of real property, but instead calls for the environmental professional to identify a balance between competing demands of limited cost and time and the reduction of uncertainty about unknown conditions.



Please note that our ability to complete the services involved in the review of the public record within the project schedule often depends on the availability of certain maps and records that we may want to review or personnel whom we would want to interview. If we were to experience difficulties in this regard, we would inform you at the earliest possible time and obtain your concurrence on extending the evaluation time period or terminating that aspect of the evaluation with a discussion of the ramifications of producing the report without the benefit of that information. ASTM Standard Practice E 1527-13 states that information is reasonably ascertainable if it can be provided for review within 20 days of the request. If information which we request to review is not made available within a ten-day period, we would consult with you on whether to extend our scheduled completion date or to complete the project without the benefit of that information (either option will satisfy ASTM Standard Practice E 1527-13 requirements).

Task 2 – Geophysical Survey

Regardless of the thoroughness of a geophysical survey, there is always a possibility that actual conditions may not match the interpretations. The results should be considered accurate only to the degree implied by the method used and the method's limitations and data coverage. Accordingly, the possibility exists that not all features at a project site will be located due to soil conditions or the occurrence of features outside the lateral limits and below the depth of penetration of the method used. As with most surface geophysical methods, resolution of the subsurface also decreases with depth. As such, the size and/or contrast of features compared to the imaged subsurface media must be significant enough to produce the anticipated response.

Task 3 – Geotechnical Exploration

Please note the following limitations regarding the proposed geotechnical services:

- ◆ The generalized subsurface information to be obtained is intended to convey trends in subsurface conditions. The boundaries between strata will be approximate and idealized. They will be developed by interpretations of widely spaced borings. Therefore, actual subsurface conditions may vary between test locations.
- ◆ Hand auger borings have limitations with assessing debris in existing fills and test pits may be needed to further evaluate the subsurface conditions at this site.

◆ Client Responsibilities and Proposal Use

The Scope of Services, fees and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

1. Provide access to the property.
2. Indicate restrictions, i.e., project confidentiality, on S&ME's performance of Phase I ESA services such as interviews and the site reconnaissance.
3. Provide the name and contact information for the past and present property owner(s), operators, and key occupants to enable us to conduct the interviews specified in ASTM E 1527-13.
4. As specified in E1527-13, it is the client's (user's) responsibility to:
 - A. complete the attached User Questionnaire,



- B.** review land title and judicial records for environmental liens or activity and use limitations (AULs), and
 - C.** Report these findings to the environmental professional responsible for completing the Phase I ESA.
- 5.** Provide copies of existing environmental reports or testing results relating to conditions at the subject property that may be available to the client (see attached checklist for *User-furnished Information*).
- 6.** Indicate exactly how the final environmental report is to be addressed such as to include a lender or other participant in the property transaction as a co-addressee. There will be an extra charge to reissue the environmental report.
- 7.** Ensure that requested survey areas are free of obstructions.
- 8.** Provide available information on any utilities serving the project site and the presence and accurate locations of hidden or obscure man-made objects relative to field tests or boring locations.

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME.

◆ **Schedule**

S&ME will be prepared to initiate our services upon receipt of written authorization, including but not limited to site visits, clearing access for test locations, and marking of boring locations. Based on our current workload, the following proposed schedule is provided based upon receipt of authorization to proceed:

- ◆ **Phase I ESA (Task 1)** – Work associated with this task will begin within three days of authorization to proceed. The Phase I ESA report can be within approximately **four weeks** of initiation of project activities.
- ◆ **Geophysical Surveys (Task 2)** – Based on our current project backlog, we anticipate mobilization to the site within two (2) weeks of authorization and field efforts are anticipated to take up to three (3) days to complete. We will provide our geophysical results within two (2) weeks after completion of the field services. However, preliminary results will be provided for review as they become available.
- ◆ **Geotechnical Exploration (Task 3)** – Based on our current project backlog, we anticipate we would be able to mobilize to the site within 1 to 2 weeks following completion and analyses of the geophysical services. The field work will take one day to complete. We will issue our report within one week after completion of the geotechnical field services. Draft geotechnical findings, conclusions, and recommendations can normally be given during or upon completion of the field work, subject to confirmation by further engineering analysis.

◆ **Fee**

Our proposed lump sum fees for each of the requested services are outlined in the following table. If both services are selected, then the project budget would be a lump sum fee of **\$20,000**.



Table 2: SERVICES SELECTION AND APPROVAL TABLE

Service		Fee	Authorized	Declined
Task 1	Phase I ESA	\$2,900		
Task 2	Geophysical Survey	\$12,500		
Task 3	Preliminary Geotechnical Exploration	\$4,600		

Please provide your initials in the boxes above to authorize or decline the proposed services. This quotation is valid for a period of 90 days.

If a paper copy of the final Phase I ESA report is requested, then a fee of \$300.00 will be charged for each paper copy of the report.

If the client will require reliance on the final Phase I ESA report to an entity other than Rowan County, then please provide the name of the additional entity when authorization for our services is provided. If the client requests a reliance letter to a separate entity after the final Phase I ESA report is issued, then a fee of \$500.00 per additional entity will be required. S&ME will not issue a reliance letter for the Phase I ESA report after the viability date has expired.

S&ME will submit progress invoices to our client monthly, and a final invoice upon completion of the proposed services. Each invoice, upon presentation, is due and payable by the client. Other payment terms and conditions are given on the attached Agreement for Services (AS-071).

◆ **Authorization**

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign the agreement and return to our office as your authorization of the proposed scope of services and the associated fee. Upon receipt of the signed agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.



Proposal for Professional Services
Rowan County Jury Parking Lot
Salisbury, Rowan County, North Carolina
S&ME Proposal No. 22350584

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

◆ **Closing**

S&ME appreciates this opportunity to offer our services on this project. Please contact us if you have any questions concerning this proposal or if you would like to schedule our services.

Sincerely,

S&ME, Inc.

A handwritten signature in blue ink, appearing to read 'Carl H. Hewett'.

Carl H. Hewett
Senior Project Manager

A handwritten signature in blue ink, appearing to read 'David A. Bixler II'.

David A. Bixler II, P.E.
Principal Engineer

A handwritten signature in blue ink, appearing to read 'Kristen H. Hill'.

Kristen H. Hill, PE, PG
Office Principal

Attachments:

Phase I User Questionnaire
User Furnished Information
Agreement for Services (Form AS-071)



User Questionnaire

In order to qualify for Landowner Liability Protections (LLPs), ASTM E 1527-13 specifies that the ESA User must provide the following information, if available, to the Environmental Professional. Failure to provide this information could make the ESA incomplete and the User unable to qualify for LLPs.

1. Are you aware of any environmental clean-up liens against the property that are filed or recorded under federal, tribal, state or local laws?
2. Are you aware of any Activity and Use Limitations (AUL's) such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, state or local laws?
3. As the User of this ESA, do you have any specialized knowledge or experience related to the subject property or nearby properties?
4. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If not, is the lower purchase price attributable to known or suspected contamination?
5. Are you aware of information about the property that would be helpful in identifying conditions indicative of contaminant releases, such as: a) past use of the property; b) presence of specific chemicals (past or present); c) spills or chemical releases at the property; or d) environmental cleanups that have taken place at the property?
6. As the User of this Phase I ESA and based on your knowledge and experience of the property, are there any obvious indicators that point to the presence or likely presence of contamination on the property?

Printed Name _____ Signature _____ Date _____



User Questionnaire (continued)

In addition, certain other information should be provided, although not necessarily to qualify for *LLPs*, including the following: contact information for past and current property owners, operators and key occupants; the reason for performing this ESA; and documentation showing the property address, location and boundaries.

7. What is the purpose of the Phase I ESA (i.e., why is it needed)?

8. Is the subject property on city utilities? If so, how long has the subject property been on the city system?
___ No ___ Yes (please explain below)

9. Is there or was there previously a septic system present at the subject property?
___ No ___ Yes (please explain below)

10. If there are buildings on the subject property, how are the buildings heated?
___ No ___ Yes (please explain below)

11. Have the buildings always been heated this way? If not, what was the prior heat source(s)?
___ Yes ___ No (please explain below)

12. If available, provide contact information for past and current property owners, operators and key occupants.

13. If not provided to S&ME previously, please provide documentation showing the property address, location and boundaries.

Printed Name _____ Signature _____ Date _____



Phase I ESA – User-Furnished Information

The following is a list of documents and information that could be useful to S&ME in preparing your Phase I ESA. Please check the appropriate boxes below, sign, and fax or mail this form along with the signed Agreement for Services and completed client/landowner Questionnaire. We will contact you regarding review of any available materials. This form will be attached to, and made a part of, your completed Phase I ESA.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	1. Environmental site assessment reports
<input type="checkbox"/>	<input type="checkbox"/>	2. Environmental audit reports
<input type="checkbox"/>	<input type="checkbox"/>	3. Environmental permits (i.e. solid waste disposal permits, hazardous waste disposal permits, wastewater permits, NPDES permits)
<input type="checkbox"/>	<input type="checkbox"/>	4. Registrations for underground and above-ground storage tanks
<input type="checkbox"/>	<input type="checkbox"/>	5. Material safety data sheets (MSDS)
<input type="checkbox"/>	<input type="checkbox"/>	6. Community right-to-know plan
<input type="checkbox"/>	<input type="checkbox"/>	7. Safety plans; preparedness and prevention plans; spill prevention, counter-measure and control plans, etc.
<input type="checkbox"/>	<input type="checkbox"/>	8. Reports regarding hydrologic conditions on the property or surrounding area
<input type="checkbox"/>	<input type="checkbox"/>	9. Reports of any past or current environmental remediation on-site or on adjoining properties
<input type="checkbox"/>	<input type="checkbox"/>	10. Notices or other correspondence from any government agency relating to past or existing environmental liens encumbering the property
<input type="checkbox"/>	<input type="checkbox"/>	11. Hazardous waste generator notices or reports
<input type="checkbox"/>	<input type="checkbox"/>	12. Geotechnical studies
<input type="checkbox"/>	<input type="checkbox"/>	13. Report of earthwork or land filling activities on-site
<input type="checkbox"/>	<input type="checkbox"/>	14. Information concerning any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products
<input type="checkbox"/>	<input type="checkbox"/>	15. Notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products
<input type="checkbox"/>	<input type="checkbox"/>	16. Disclosure of sumps, pits, drainage systems (i.e. the existence of and location)
<input type="checkbox"/>	<input type="checkbox"/>	17. Building plans (architectural, utility, structural)
<input type="checkbox"/>	<input type="checkbox"/>	18. Description of current site operations, including layout drawings or sketches
<input type="checkbox"/>	<input type="checkbox"/>	19. Title report/chain-of-title
<input type="checkbox"/>	<input type="checkbox"/>	20. Tax assessor records (previous owner and occupants)
<input type="checkbox"/>	<input type="checkbox"/>	21. Purchase price analysis (if lower than comparables)
<input type="checkbox"/>	<input type="checkbox"/>	22. Current and historical photographs of the site
<input type="checkbox"/>	<input type="checkbox"/>	23. Current and historical topographic maps of the site

I have reviewed the above list and checked the "Yes" box for those items that are available to S&ME for review and/or copy.

Printed Name _____ Signature _____ Date _____



AGREEMENT FOR SERVICES

Form AS-071

Date:	Job Number:
S&ME, Inc. (hereafter Consultant)	Client Name: (hereafter Client)
Address: City: State: Zip:	Address: City: State: Zip:
Telephone: Fax:	Telephone: Fax:
PROJECT	
Project Name: Project location: (Street Address) City: State: Zip:	
SERVICES TO BE RENDERED	
Proposal Number: dated: is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- 1. ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
- 2. CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:

CLIENT Accounts Payable contact phone number:

CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS**:
 - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
 - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
 - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.
 - (g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION:**

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: _____

S&ME, Inc.

BY: _____
(Signature)

BY: _____
(Signature)

(Print Name / Title)

(Print Name / Title)

DATE: _____

DATE: _____

PROPOSAL NUMBER: _____

Client's FAXED or DIGITAL signature to be treated as original signature