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AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is entered into by and between MI-TECH SERVICES, INC. (“MI-TECH”), 4901 Stewart Avenue, Wausau, WI 54401 and the client identified below (“CLIENT”).

PROJECT NAME: City of Richland Center Landfills – 2024 Monitoring

CLIENT:

City of Richland Center
450 S Main Street
Richland Center, WI 53581

Work to be Performed At:

City of Richland Center Landfills
License # 01519 & 03065

Contact:

Ms. Ashley Oliphant
Phone: (608) 647-6428
E-mail: ashley.oliphant@richlandcenterwi.gov

SCOPE OF WORK

The Richland Center Landfills are monitored twice annually, in March and September, per WDNR requirements. All sampling and analysis will be completed in accordance with all applicable State and Federal codes and in accordance with the current Sampling Plans for the landfills.

Landfill Inspection

The landfill covers and overall site conditions are inspected at each monitoring event and findings documented on the Field Sheet. The inspection includes such items as signs of animal intrusion, evidence of ponding or erosion, signs of brush or mowing needs, vigor of cover vegetation, and functionality of gates and locks. Any problems/concerns will be promptly brought to the attention of the Client.

Gas Monitoring

Landfill 03065 has 4 gas vents (GV-1 thru GV-4), which passively vent landfill gas off the waste mass and one gas probe (GP-1), which checks for lateral soil migration of methane gas. All 5 points are monitored semi-annually for % methane, % oxygen, and soil gas pressure. The condition of each vent is also inspected and recorded on a Field Sheet.

Groundwater Monitoring

Landfill 03065 has 11 groundwater monitoring wells, monitored twice annually. During each monitoring event the status and condition of each well will be inspected and recorded on the Field Sheet. Five of the monitoring wells are only monitored for groundwater elevation. The remaining wells will be sampled per the current Sampling Plan. Field Parameters include groundwater elevation, pH, temperature, conductivity, odor, color, and turbidity. Samples will be submitted to an analytical laboratory for analysis of Alkalinity, Hardness, Boron, Chloride, Iron, and Sulfate.

Landfill 01519 has 4 groundwater monitoring wells, monitored annually (in March). During each monitoring event the status and condition of each well will be inspected and recorded on the Field Sheet. The wells are all sampled per the current Sampling Plan. Field Parameters include groundwater elevation, temperature, conductivity, odor, color, and turbidity. Samples will be submitted to an analytical laboratory for analysis of Volatile Organic Compounds (VOCs).

Field blanks, trip blanks, and duplicates will be collected per WDNR requirements.

Private Wells

Eight private wells are monitored every two years (in March) as part of the Sampling Plan for Landfill 01519. Field Parameters include temperature, conductivity, odor, color, and turbidity. Samples will be submitted to an analytical laboratory for analysis of Volatile Organic Compounds (VOCs). Private wells were last samples in 2022; next sampling event will occur this year, in 2024.

Leachate Collection System

The leachate collection system at Landfill 03065 is sampled twice annually. During each monitoring event leachate will be sampled per the current Sampling Plan. Field Parameters include depth, pH, temperature, conductivity, odor, color, and turbidity. Samples will be submitted to an analytical laboratory for analysis of Chemical Oxygen Demand (COD), Total Alkalinity, Total Hardness, Chloride, Sulfate, Total Boron, Total Iron, Total Suspended Solids (TSS), and Biochemical Oxygen Demand (BOD). Once annually, during the March monitoring event, leachate is also analyzed for Total Fluoride, Total Arsenic, Total Barium, Total Cadmium, Total Lead, Total Manganese, Total Mercury, and Volatile Organic Compounds (VOC).

Methods

Mi-Tech performs groundwater sampling in accordance with ch. NR 140 standards, and more specifically, collects and handles groundwater samples in accordance with sampling procedures defined in the Groundwater Sampling Desk Reference (WDNR PUBL-DG-037-96), and the Groundwater Sampling Field Manual (WDNR PUBL-DG-038-96).

As each sample is collected, it is appropriately labeled and placed in a cooler, on ice. Upon completion of sampling, coolers are shipped to our subcontracted analytical laboratories (CT Laboratores), paying close attention to sample holding time. Proper chain of custody is completed throughout the entire process.

Data Reporting

After the groundwater sampling events (e.g. twice annually) and upon receipt of laboratory data, we will enter all field and laboratory data into a Microsoft Excel database for creation of TADS (Turn Around Documents) for WDNR GEMS submittal. The completed TADS and associated Environmental Data Certification Form will be submitted to the WDNR within 60 days of the groundwater sampling events, per WDNR requirements. Client will be copied on the submittal as confirmation of on-time submittal. Report will include all field data sheets, analytical data, TADs (turn-around documents), environmental data certification form, and a signed cover letter.

COST ESTIMATE

The Level of Investment (LOI) to complete the Scope of Work is estimated at **\$9,700**.

The work will be billed as a lump sum, with 50% invoiced after the spring monitoring event and the remaining 50% invoiced after the fall monitoring event. The LOI is an estimate based on our understanding of the site conditions and the anticipated level of effort required to complete the scope of work. If efforts beyond those considered in the cost estimate are required, the client will be notified, orally or in writing, and an estimate of the additional efforts will be provided.

The general conditions attached hereto are fully incorporated as a part of this Agreement and CLIENT hereby acknowledges receipt of the same.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of MI-TECH and on behalf of CLIENT as of last date indicated below.

MI-TECH SERVICES, INC.

CITY OF RICHLAND CENTER

Stephanie M. Finamore, M.S., P.G. Date
Environmental Manager

Name: Date
Title:

GENERAL CONDITIONS

1. Term of Agreement. This Agreement shall become effective as of the date executed and shall extend until completion of the Services.
2. Fees for Services. CLIENT agrees to pay MI-TECH for Services upon receipt of an invoice. MI-TECH will submit invoices to CLIENT on a monthly basis and/or upon completion of the Services. CLIENT will pay the balance stated on the invoice unless CLIENT notifies MI-TECH in writing of the particular item that is alleged to be incorrect within twenty (20) days from the invoice date. Payment is due upon receipt of invoice and is past due thirty (30) days from invoice date. On past due accounts, CLIENT will pay finance charge of 1.5% per month, or the maximum allowed by law, as well as all costs of collection, including attorneys' fees and court costs.
3. Work Product. Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared or issued by MI-TECH, are for the exclusive use and benefit of CLIENT or its agents in connection with the Project, are not intended to inform, guide, or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than CLIENT or its agents for any purpose other than the Project. CLIENT will not distribute or convey such Reports to any other persons or entities without MI-TECH's prior written consent which shall include a release of MI-TECH from liability and indemnification by the third party. MI-TECH's Reports, field data, drawings, test results, and other work products are part of MI-TECH's professional services and do not constitute goods or products.
4. Site Information. CLIENT will make available to MI-TECH all known information regarding existing and proposed conditions or requirements which affect the Services to be performed. CLIENT will immediately transmit to MI-TECH any new information which becomes available to it or its subcontractors, so that recommended actions can be reviewed.
5. Site Access/Utilities. CLIENT shall indicate to MI-TECH the property lines and be responsible for accuracy of markers. CLIENT shall furnish access to MI-TECH, its subcontractors and employees as MI-TECH determines is necessary to complete the Services in its sole discretion. In the event such access is not available to MI-TECH upon arrival to commence work, CLIENT shall be responsible for all costs incurred on account of such lack of access, including, but not limited to, standby time and mobilization costs, and shall pay the same immediately upon demand. CLIENT shall furnish information identifying utility types and locations, and other man-made or other objects of any nature beneath the surface. MI-TECH shall take reasonable precautions to avoid damaging the utilities and objects expressly identified by CLIENT in conjunction with activities performed with its Services. To the fullest extent permitted by law, CLIENT agrees to waive any claim against MI-TECH and to indemnify, defend (if requested), and hold harmless MI-TECH and its subcontractors, consultants, agents, officers, directors or employees from any and all losses, expenses, costs (including, without limitation, reasonable attorneys' fees and court costs), damages, claims or liabilities of any nature arising out of or resulting from, directly or indirectly, any damaged utilities or other subsurface objects of any nature that were not expressly identified by CLIENT and clearly and accurately marked at the site, unless the same resulted solely and directly from the gross negligence of MI-TECH. While MI-TECH will take reasonable precautions to minimize any damage to property, it is understood by CLIENT that in the normal course of the work some damage may occur. CLIENT agrees that any disturbance of below ground areas arising out of necessary work performed (sampling, boring, drilling, excavation, if applicable) contracted by this Agreement that results in contamination of a below ground structure or hydrous body is unavoidable, and CLIENT assumes all liability for loss or injury which may arise as a result of necessary work performed. In no event shall MI-TECH have an obligation to perform any remediation or restoration work required as a result of its Services.
6. Responsibility for Hazardous Materials. CLIENT acknowledges that MI-TECH has had no role in generating, treating, storing, or disposing of hazardous materials which may be present at project site, and MI-TECH has not benefited from the processes that produce such hazardous materials. Any hazardous materials encountered by or associated with Services provided by MI-TECH on the project shall at no time be or become the property of MI-TECH and CLIENT shall indemnify, defend (if requested), and hold harmless MI-TECH and its subcontractors, consultants, agents, officers, directors or employees from any and all losses, expenses, costs (including, without limitation, reasonable attorneys' fees and court costs), damages, claims or liabilities of any nature arising out of or resulting from, directly or indirectly, encountering such hazardous materials. Nothing contained within this Agreement shall be construed or interpreted as requiring MI-TECH and its subcontractors to assume the status of a generator, storer, treater or disposal facility as defined in any federal state, or local statute, regulation, or rule governing treatment storage, transport, and/or disposal of hazardous materials.
7. Warranty. MI-TECH warrants it will perform all Services substantially in compliance with the current professional standards in the same or similar locality under similar circumstances in performing the Services. CLIENT acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MI-TECH. Such current professional standards shall include All Appropriate Inquiry, or AAI, Standards and, in accordance with meeting this standard, CLIENT shall cooperate and provide all information reasonably requested by MI-TECH or such warranty to meet the AAI standard shall be void. Only information received prior to issuance of any reports can be included in such reports and MI-TECH **does not** guarantee the accuracy of information supplied by sources, but reserves the right to rely on this information in formulating a professional opinion in accordance with this Agreement.

This Warranty shall commence upon the substantial completion of the Services and continue thereafter for ninety (90) days. If CLIENT reports any failure to meet this standard ninety (90) days, MI-TECH shall re-perform the services at its own expense. The warranty and remedy expressly provided in this section are the exclusive warranty and remedy for breaches thereof provided by MI-TECH, and MI-TECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
8. Limitations of Liability; Indemnification. Notwithstanding anything to the contrary, in no event shall MI-TECH's aggregate liability hereunder under any theory of recovery, including, without limitation, tort, errors or omissions, strict liability, breach of warranty or contract, exceed the payment actually received by MI-TECH for Services hereunder. Notwithstanding any other provision contained herein, in no event shall MI-TECH be responsible for any incidental, indirect impact, punitive, or consequential damages (including liquidated damages, loss of profits, lost opportunity, and cost of capital) for any reason. CLIENT shall have sole and complete responsibility for job site conditions during the course of construction, including safety of all persons and property continuously and not limited to normal working hours. To the fullest extent permitted by law, CLIENT agrees to hold harmless, indemnify and defend MI-TECH from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of, or in any way connected with the acts or omissions of CLIENT or its subcontractors, consultants, agents, officers, directors or employees, except for such liability arising out of MI-TECH's own negligence or willful misconduct in the performance of services under this Agreement.
9. Insurance. MI-TECH will carry workers compensation insurance and public liability and property damage insurance policies which MI-TECH considers adequate. Certificates of insurance will be provided to CLIENT upon request. MI-TECH will not be responsible for liability beyond the limits and conditions of the insurance. MI-TECH will not be responsible for any loss or liability arising from negligence by CLIENT or by other consultants or contractors employed by CLIENT.
10. Delays: Force Majeure. MI-TECH shall provide the professional services in a timely fashion, but in no event shall be held to any specific deadlines in the performance of the Services. Neither party shall be deemed in default for the Agreement or any work order hereunder to the extent that any delay or failure in the performance of its obligations (other than payment) results, without the fault or negligence of such party, from any cause beyond its reasonable control including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lock-outs.
11. Notice. Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person, sent by telex wire, or by certified mail, return receipt requested, postage prepaid, to the signatory of this Agreement at the address set forth in this Agreement or to such other address designated by subsequent written notice.
12. Entire Agreement. The contract represents the entire Agreement between the parties and supersedes all prior representations or agreements. No alterations to, or modification of, the terms and conditions of this Agreement shall be effective unless such alterations or modifications are reduced to writing and properly executed by the parties hereto.