

## PROFESSIONAL ENVIRONMENTAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into this        day of 2025, by and between **City of Richland Center** (“Customer”), and **Mi-Tech Services Inc.** (“Professional”).

In consideration of the undertakings and agreements hereinafter set forth, the parties agree as follows:

**1. Services.** The Professional agrees to perform the services listed and outlined in Professionals’ proposal attached as Exhibit A, which is hereby incorporated in its entirety by reference (“Services”).

**2. Compensation for Services.** The fees or costs payable to the Professional shall be paid in accordance with the fee schedule included in Exhibit A, subject to modification by Customer. Customer may request Professional perform additional services at any time. The compensation rate for any such work shall be mutually agreed upon by the parties, provided, Professional has the right to rely on Owner’s verbal authorization to proceed with additional work.

**3. Invoices and Payments.** Professional shall submit invoices either after completion of all the Services or on a monthly basis. Customer shall remit payment within 30 days after receipt of the Invoice. Interest of 1% per month shall accrue on all past due amounts. Customer shall reimburse Professional for any cost or expenses (including, without limitation, attorneys’ fees, and court costs) incurred collecting any payments.

**4. Work Product.** Services provided under this Agreement, including all reports, information recommendations, or opinions (“Reports”) prepared or issued by Professional, are for the exclusive use and benefit of Customer 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 person other than Customer or its agents for any purpose other than the Project. Customer will not distribute or convey such Reports to any other persons or entities without Professional’s prior written consent which shall include a release of Professional from liability and indemnification by the third party. Professional’s Reports, field data, drawings, test results, and other work products are part of Professional’s professional services and do not constitute goods or products.

**5. Site Information.** Customer will make available to Professional all known information regarding existing and proposed conditions or requirements which affect the Services to be performed. Customer will immediately transmit to Professional any new information which becomes available to it or its subcontractors, so that recommended actions can be reviewed.

**6. Site Access/Utilities.** Customer shall indicate to Professional the property lines and be responsible for accuracy of markers. Customer shall furnish access to Professional, its subcontractors and employees as Professional determines is necessary to complete the Services in its sole discretion. In the event such access is not available to Professional upon arrival to commence work, Customer 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. Customer shall furnish information identifying utility types and locations, and other man-made or other objects of any nature beneath the surface. Professional shall take reasonable precautions to avoid damaging the utilities and objects expressly identified by Customer in conjunction with activities performed with its Services. Professional will take reasonable precautions to minimize any damage to property, it is understood by Customer that in the normal course of the work some damage may occur. Customer 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 Customer assumes all liability for loss or injury which may arise as a result of necessary work performed. In no event shall Professional have an obligation to perform any remediation or restoration work required as a result of its Services.

**7. Confidentiality.** Each party shall retain as confidential all information and data delivered to it

by the other party, which are designated in writing as confidential at the time of delivery (collectively the “Confidential Information”). Confidential Information shall not be disclosed to any third party, unless required by law or regulation. Both parties shall immediately notify the other party prior to the disclosure of Confidential Information by law or regulation, and each party retains the right to object to and deny any disclosure. In addition, nothing herein is meant to preclude either party from disclosing and/or otherwise using Confidential Information (i) when the Confidential Information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when Confidential Information is generally available to the public without the receiving party’s fault at any time before or after it is acquired from the transmitting party; or (iii) where the Confidential Information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) where a written release is obtained by the receiving party from the transmitting party.

**8. Compliance with Laws and Professional Standards.** Professional shall perform the Services in accordance with prevailing professional standards and ethics, and in compliance with valid and applicable governmental laws, rules, and regulations.

**9. Schedule.** Upon Customer’s request, Professional shall provide Customer with a schedule indicated the approximate commencement date, completion date, and any applicable milestones related to the Services. Provided, all schedules are estimates only, and in no event shall Professional be liable for any delay damages.

**10. Insurance Requirements.** Professional shall obtain and maintain until is completion of the Services, or longer if required by law, commercial general liability insurance, automobile insurance and workers compensation insurance. Upon Customer’s request, Professional shall provide Customer a certificate of insurance evidencing its compliance with this Section.

## **11. Professional’s Indemnification of Customer**

**11.1** Professional shall indemnify, defend and hold Customer and its directors, officers, employees, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense (including, without limitation, reasonable attorneys’ fees and court costs), attributable to personal injury (including death) or property damage to the extent caused by the negligent or willful act or omission of Professional or anyone for whose acts or omissions Professional may be liable.

**11.2** Customer shall indemnify, defend and hold Professional and its directors, officers, employees, subcontractors, consultants, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense (including, without limitation, reasonable attorneys’ fees and court costs), attributable to personal injury (including death) or property damage to the extent caused by the negligent or willful act or omission of Customer or anyone for whose acts or omissions Customer may be liable.

**12. Safety of Professional’s Employees and Others.** If at any time during the performance of the Services, Professional believes the safety of its employees, agents, sub-Professionals or any other person is in jeopardy, Professional reserves the right to immediately suspend the performance of the Services until such condition is remedied, or if such condition cannot be remedied to the satisfaction of Professional, Professional may delay the term of this Agreement on mutually acceptable terms by both parties.

**13. Responsibility for Hazardous Materials.** Customer acknowledges that Professional has had no role in generating, treating, storing, or disposing of hazardous materials which may be present at project site, and Professional has not benefited from the processes that produces such hazardous materials. Any hazardous materials encountered by or associated with Services provided by Professional on the project shall at no time be or become the property of Professional and Customer shall indemnify, defend (if requested), and hold harmless Professional and its subcontractors, consultants, agents, officers, directors, employees, successors and assigns 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 Professional 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.

**14. Warranty.** Professional 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. Customer 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 Professional. Such current professional standards shall include All Appropriate Inquiry, or AAI, Standards and, in accordance with meeting this standard, Customer shall cooperate and provide all information reasonably requested by Professional 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 Professional 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) calendar days. If Customer reports any failure to meet this standard within ninety (90) calendar days, Professional 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 Professional, and PROFESSIONAL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

**15. Force Majeure.** Neither party shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement,

Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, epidemics, war, riot, civil unrest, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits; court orders; acts of God; acts, orders, laws or regulations of any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this Agreement by providing written notice of the same to the other party. Such termination shall be considered a termination for convenience as set forth below.

## **16. Suspension and Termination**

**16.1** Professional may suspend this Services in whole or in part if Customer fails to make payment on any invoice when due upon three (3) days of written notice to Customer and Professional may continue the suspension until all outstanding amounts are paid in full and Customer provides Professional with evidence satisfactory to Professional that Customer has the financial wherewithal to pay Customer for all future amounts owed. Customer may also suspend the Services in whole or in part if Customer breaches a term of the Agreement and fails to cure the breach within three (3) days of its receipt of written notice of the same.

**16.2** Either party may terminate this Agreement for default if the other party breaches a term of the Agreement and fails to cure the breach within fifteen (15) days after receipt of written notice of the same. In such event, non-defaulting party shall be entitled to collect all actual and documented cost incurred as a direct result of such termination.

## **17. Legal Proceedings**

**17.1** In the event that legal action is brought by either party against the other, the successful party shall be entitled to recover, as part of its damages, its reasonable legal costs, and expenses for bringing and maintaining any such action.

**17.2** The Brown County Circuit Court in the State of Wisconsin shall have exclusive jurisdiction and venue over any dispute arising hereunder.

**17.3** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Wisconsin, excluding any

choice of law rules which may direct the application of the laws of any other jurisdiction.

**18. Independent Professional.** Professional shall have the status of an independent Professional, not that of an agent or employee. Professional shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees, agents, and sub-Professionals.

**19. Equal Employment Opportunity.** Professional agrees to comply with the Equal Employment Opportunity and Affirmative Action Requirements of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973 and/or the Vietnam Era Veterans' Readjustment Act of 1974.

**20. Notices.** Any notice to be given under this Agreement shall be in writing and shall be deemed given and received when delivered in person, when transmitted if sent via email, or within three (3) days after deposit in the United States mail, certified mail, with postage prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

If to Customer:

City of Richland Center, WI  
Attn: Ms. Ashley Oliphant  
450 South Main Street  
Richland Center, WI 53581

Email: ashley.oliphant@richlandcenterwi.gov

If to Professional:

Mi-Tech Services Inc.  
Attn: Ron Mitchell  
46 S. Rolling Meadows Dr.  
Fond du Lac, WI 54937  
Email: rmitchell@mi-tech.us

**21. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties relating to the Services provided by Professional to Customer and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the Services. This Agreement may be amended only by a written instrument signed by each party.

**22. Precedence.** This Agreement shall take precedence over any inconsistent or contradictory

provisions contained in any Customer-issued purchase order, requisition, notice to proceed or like document regarding the Services.

**23. Assignment, Successors and Assigns.** This Agreement shall not be assigned by either party without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld, provided this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**24. Mutual Non-solicitation.** During the term of this Agreement, and for six (6) months thereafter, neither party will solicit for employment any employees of the other party or its affiliates, who, within six (6) months prior to such solicitation: (a) directly performed any work under this Agreement; (b) had substantial contract with the hiring party in relation to this Agreement; or (c) the hiring party became aware of due to, or derived from, information learned through the performance of, this Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement. Notwithstanding the foregoing, either party may at any time, directly or indirectly, solicit and hire any employee of the other party if such employee did not resign but was terminated by the other party.

**25. Severability.** If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

**26. Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Customer and Professional shall survive the completion of Services hereunder and the termination of this Agreement.

**27. Waiver of Contract Breach.** The waiver by one party of any breach of this Agreement, or the failure by one party to enforce at any time, or for

any period of time, any of the terms and conditions of this Agreement, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any other provision, except for the particular instance.

**28. Waiver of Consequential Damages.** Customer and Professional mutually waive against the other party any and all consequential, indirect, special, punitive, or incidental damages (including, without limitation, loss of profits, loss of revenue, loss of use, liquidated damages, and cost of capital) arising out of or relating to the Services or this Agreement, including a breach thereof.

**29. Limitation on Liability.** Notwithstanding anything to the contrary, in no event shall Professional'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 Professional for Services hereunder.

**30. Miscellaneous** If requested by Professional, Owner shall promptly furnish to Professional reasonable evidence that financial arrangements have been made to fulfill Owner's obligations hereunder.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement by their duly authorized agents as of the day and year first above written.

**PROFESSIONAL:**

Mi-Tech Services Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CUSTOMER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## PROPOSAL FOR PROFESSIONAL ENVIRONMENTAL SERVICES

**PROJECT NAME:** City of Richland Center Landfills – 2025 Monitoring

**DATE:** 01/02/2025

**CUSTOMER:**

City of Richland Center  
450 South 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  
Email: 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 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 Laboratories), 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 **\$9,950.00**, broken down as follows:

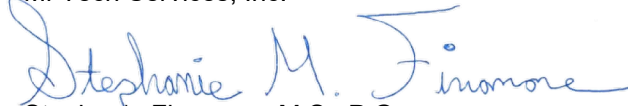
<u>Professional Services</u>	
Mi-Tech Environmental Services:	\$ 5,137
<u>Equipment &amp; Reimbursables</u>	
(approx.)	\$ 1,260
<u>Analytical Laboratory</u>	
CT Labs	\$ 3,553
<b>TOTAL:</b>	<b>\$ 9,950</b>

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.

**Closing Remarks**

Thank you for the opportunity to provide this proposal to you. Please Feel free to contact me at 920.621.8417 or sfinamor@mi-tech.us with any questions or concerns.

Sincerely,  
Mi-Tech Services, Inc.

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