



Early Environmental Contracting, LLC **General Service Agreement**

SERVICES TO BE PROVIDED: Early Environmental Contracting, LLC (EEC), is an independent consultant and environmental firm and agrees to provide, _____, herein after, Client, for its benefit, environmental contracting and/or consulting services set forth as follows:

1. General Environmental Consulting and Engineering Services.
2. Any Additional Services as Requested and Approved by Client and EEC.

PAYMENT TERMS: Client agrees to pay our invoice upon receipt of invoice. Client agrees to pay service charges on the past due amount at a prevailing legal rate, including any and all reasonable attorney fees, if collected through an attorney. EEC reserves the right to suspend all work and expenditures until payments due are remitted to EEC. Any legal proceedings shall occur in the Commonwealth of Kentucky. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others. The term of this Agreement will be three years from the service effective date, and will automatically renew for successive three-year terms.

Either party may terminate this agreement without cause upon 30 days written notice. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay EEC for all costs incurred plus reasonable charges associated with termination of the work.

STANDARD OF CARE: EEC will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. **NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR OUR ORAL OR WRITTEN REPORTS.**

SITE OPERATION: EEC will arrange for right of entry or access to the property or waterway for the purposes of performing clean up operations, studies, tests, and/or other evaluations pursuant to the agreed services. Client represents that it has necessary permits and licenses required for its activities at the site and that it has provided all information available regarding fluids to be recovered or handled and has properly classified them as hazardous or non-hazardous.

EEC's field personnel are trained to initiate clean up operations, field-testing, drilling and/or sampling within a reasonable distance of each of its locations. Our field personnel will avoid hazards or utilities, which are visible or directed by appropriate utilities, to them at the site. If EEC is advised or given written data that reveals the presence or potential presence of underground or aboveground obstructions, such as utilities, we will give special instructions to our field personnel. EEC is not responsible for any damage or loss due to unknown or undisclosed surface or subsurface conditions, owned by Client or third parties, except as such claims, suits or losses, including reasonable attorney fees resulting there from.

Any field testing or boring locations described in our report(s) or shown in sketches are based on specific information furnished by others or from estimates made in the field by our personnel. Such dimensions depths or evaluations should be considered approximations unless otherwise stated in our proposal or report. The extent of any clean up sites shall be based solely on samples and analytical data gained by accepted statistical sampling methods performed.



FIELD REPRESENTATIVE: The presence of EEC personnel, either full or part-time, may be for the purpose of providing project administration, observation, and/or field testing of specific aspects of the project as authorized by client.

Should a contractor(s) not retained by EEC be involved in the project, Client will advise contractor(s) that our services do not include supervision or direction of the actual work of said contractor(s) or his employees or agent. Client will also inform contractor that the presence of a EEC field representative for emergency response, project administration, assessment, observation, or testing will not relieve the contractor of his/her responsibilities for performing the work in accordance with project plans and specifications. Client shall assume the responsibility for ensuring that said contractor(s) are familiar with project goals and are prepared to conduct their work in a manner which will facilitate successfully reaching those goals within a reasonable time frame.

If an incident commander or a contractor (not a subcontractor of EEC) is overseeing the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with applicable OSHA regulations. These requirements will apply continuously throughout the project period and will not be limited to normal working hours. It is agreed that EEC will not be responsible for job or site safety on the project, other than our employees and subcontractors, and that EEC does not have the duty or right to stop the work of the contractor.

UNFORESEEN CONDITIONS OR OCCURRENCES: It is possible that unforeseen conditions or occurrences may be encountered that could substantially alter the necessary services or the risks involved in the completion of our services. If this occurs, EEC will promptly notify and consult with the Client, but will act based on our judgment where risk to or personnel is involved. Possible actions include:

- (a) Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practical in our judgment.
- (b) Agree with the Client to modify the Scope of Services and the estimated charges to include study of the unforeseen condition and/or occurrence, with such revision agreed to in writing.
- (c) Terminate the services on the date specified by EEC in writing.

SAMPLE DISPOSAL: Test specimens generally are consumed or substantially altered during testing and are disposed of immediately upon the completion of the test. Drilling samples and other specimens are disposed of 30 days after the submission of the report.

CLIENT DISCLOSURE: Client agrees to inform EEC upon execution of this Agreement of any hazardous substance or condition, known or that can reasonably be known or expected by the Client, existing in, on, or near the site that presents a potential threat or danger to human health, the environment, or equipment. Client agrees to provide continuing information, as it becomes available to Client in the future. By virtue of entering into this Agreement of providing services hereunder, EEC does not assume control of or responsibility for the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential threat or danger to public health and safety, and/or the environment. Client agrees under advice of Client counsel to notify the appropriate federal, state, or local agencies as required by law, or otherwise to disclose in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.



ENVIRONMENTAL INDEMNITY: In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, Client agrees to defend, hold harmless, and indemnify EEC from and against any and all claims and liabilities, unless caused by our sole negligence or willful misconduct, resulting from:

- a) Client's violation of any federal, state or local statute, regulation, or ordinance relating to the management or disposal of toxic or hazardous substances or constituents.
- b) Client's undertaking or arrangement for the handling, transportation, treatment, storage, or disposal of toxic or hazardous substances or constituents found and/or generated at the site.
- c) Toxic or hazardous substances or constituents introduced at the site by the Client, Client's contractor(s), or third party persons before, during, and after the completion of services covered in this Agreement.
- d) Allegations that EEC is a handler, generator, operator, treater, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state, or local regulation or law due to the services provided under this Agreement.

If a third party brings suit or claim for damages against EEC alleging personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the site before, during, or after the services provided in this Agreement, Client agrees to the maximum extent permitted by law to defend EEC and pay on our behalf any judgment resulting against us, including interest thereon, unless it is shown that such injury or damage is caused by our sole negligence or willful misconduct.

EQUIPMENT CONTAMINATION: EEC will endeavor to clean its laboratory and field equipment, which may be contaminated in the conduct of our services. Occasionally, such equipment cannot be completely decontaminated because of the nature of the equipment or the type of contaminant encountered. If this occurs, it will be necessary to dispose of this equipment in a manner similar to that indicated for hazardous samples and to charge the Client for the loss and the disposal. Client agrees to pay the replacement value of any such equipment and reasonable disposal costs.

DOCUMENTS: EEC will furnish to the Client the agreed upon number of reports and supporting documents. These instruments of services are furnished for the Client's exclusive internal use and reliance in connection with the project or services provided for in this Agreement, not for advertising or other type of distribution or general publication, and is subject to the following. For any other purposes, all documents generated by EEC under this Agreement shall remain the sole property of EEC. Client agrees to obtain our written permission for any use not expressly endorsed herein. Any unauthorized use or distribution shall be at the Client's and the recipient's sole risk and without liability to EEC.

If Client desires EEC to provide our report(s) to a third party (other than Client's counsel or appropriate regulatory bodies) for that party's alliance, EEC will agree to such release provided we obtain written acceptance from third party to be bound by similar terms and conditions by a "secondary Client" agreement which is available on request. Reports provided for informational purposes only shall not require a "Secondary Client" agreement. Client acknowledges and agrees to inform any such third party that EEC report(s) reflect only the conditions present during the time of EEC work and may not reflect subsequent conditions.

Client agrees that all documents furnished to the Client or Client's agent or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purposes whatsoever. Client further agrees that documents produced and provided by EEC pursuant to this Agreement will not be used at any location or for any project not expressly provided for in this Agreement without EEC's written approval.



Client shall furnish documents or information reasonably within the Client's control and deemed necessary by EEC for the proper performance of our services. EEC may rely upon Client provided documents in performing the services required under this Agreement. However, EEC assumes no responsibility or liability for their accuracy. Client provided documents would remain the property of the Client.

CLAIMS: The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event that a claim made results in litigation and the claimant does prevail at trial or in binding arbitration the claimant shall pay all costs incurred in defending against the claim, including reasonable attorney's fees. To recover attorneys fees for trial and appeal, the claimant's judgment amount obtained must be at least ten percent or greater than the sum offered to resolve the matter prior to the commencement of the trial.

OPINIONS OF COSTS: If requested, EEC will use its best efforts and experience on similar projects to provide materials, remediation, or construction as appropriate based on reasonably available data, our designs, or our recommendations. However, such opinions are provided primarily to furnish information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in advance in writing with EEC. Client understands that the actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, state or locally applicable regulation, and many other circumstances beyond control of EEC.

TESTIMONY: Should EEC or any employee of EEC be called or asked to provide testimony or other evidence by any party, whether at deposition, hearing, or trial, in relation to services provided under this Agreement, EEC shall be compensated by Client for the associated reasonable expenses and labor at appropriate unit rates to the extent the party compelling or requesting the testimony does not provide such compensation.

CONFIDENTIALITY: EEC will maintain any documents or information provided by the Client and indicated to be confidential and will not release, distribute, or publish to any third party without prior permission from Client, except as compelled by order of court or regulatory body of competent jurisdiction and then only after reasonable attempt to notify client.

SEVERABILITY: In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force.

SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of the Agreement allocating responsibility or liability to the Client and EEC shall survive the completion of the service and termination of this Agreement.

INTEGRATION: This Agreement, the attached documents, and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW: This Agreement shall be governed in all aspects by the laws of the State of Kentucky.

ACCEPTANCE: Acceptance of any report, services, or consultation from EEC or its employees is a condition of the terms and conditions set forth in this document.



IN WITNESS WHEREOF, This Agreement has been signed by the authorized representatives of the parties on _____.

Client

Early Environmental Contracting, LLC

By: _____

By: _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address:

