



An Integrated Consulting and Services Company

QUOTATION/CONTRACT FOR ENVIRONMENTAL SERVICES

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		Proposal/Job No.	Prop. No. 996.1842.69	Job No. 1191.69
Client	City of Rapid City Solid Waste Division		Project	Air Quality Testing
Contact	Jerry Wright			
Client Address	300 Sixth Street, Rapid City, SD 57701			
Telephone	605.355.3496	Client P.O.		
Fax	605.355.3092			
Type of Service	Industrial Hygiene			
Scope of Services	Provide Ambient and Personal Exposure Air Testing/Analysis			
PAYMENT TERMS	<input checked="" type="checkbox"/> Payment on delivery of report		FEES	<input type="checkbox"/> Lump Sum
	<input type="checkbox"/> Prepaid			<input checked="" type="checkbox"/> Time and Materials/Est. (Ongoing)
	<input type="checkbox"/> Invoice to Client/30 days net			<input type="checkbox"/> Unit Rates/Estimated
REMARKS			Work Force	Cost
	Base Bid for Air Testing After Addition of Biosolids (RSI/P 1842.69)		Rapid City Office Sioux Falls Office	\$7,998.00
Total Estimate:				\$ 7,998.00

THIS QUOTATION IS VALID FOR 30 DAYS FROM THE QUOTATION DATE BELOW AND IS SUBJECT TO THE ATTACHED GENERAL CONDITIONS. A FINANCE CHARGE WILL BE ADDED AT THE RATE OF 1.5% PER MONTH FOR BALANCES NOT PAID WITHIN 30 DAYS OF ISSUE. (THIS QUOTATION DOES NOT INCLUDE APPLICABLE STATE AND LOCAL TAXES.)

RESPEC Jim Johnson
Project Manager

May 3, 2004
Start Date

RESPEC Barbara Nielsen
Authorized Signature

September 3, 2004
Estimated Completion Date

February 27, 2004
Quotation Date

Client's Authorized Signature

605.394.6400 Telephone 605.394.6456 FAX

Date Authorized by Client

Standard Terms and Conditions

Standard of Services

RESPEC represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by and consistent with the standards applicable to persons performing similar services under similar conditions at the same time. Except to the extent expressly warranted herein, RESPEC makes no other warranties, whether express or implied. The services may involve the use of tests, calculations, analyses, and procedures which are in a state of change and refinement. The Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based on limited sampling and investigative activity, the Client recognizes that any statements, opinions, and conclusions contained in reports and other documents prepared and/or issued by RESPEC are only meant to give approximations of the environmental condition of the site limited to the particular contaminant(s) and/or environmental issues actually targeted by RESPEC's investigation and the portions of the site actually investigated, sampled, or tested by RESPEC. Subject to the Liability clause in this Agreement, RESPEC warrants that, if any of its completed services fail to conform to the above standard, RESPEC will, at its expense and provided RESPEC is notified of such defective services within 1 year of the completion of services, either perform corrective services of the type originally performed as may be required to correct such defective services or refund to the Client the amount paid to RESPEC for the defective services. Except as provided in this section, RESPEC makes no other warranty, express or implied, and shall have no other liability to the Client for defective Services, whether caused by error, omission, negligence, or otherwise.

Client Information

The Client understands that RESPEC is relying upon the completeness and accuracy of information supplied to it by the Client and others in connection with the performance of services without independent verification. The Client agrees to advise RESPEC of the existence of any conditions or information affecting the services performed hereunder.

Access

The Client grants or shall obtain for RESPEC and its subcontractors authority to enter the property upon which RESPEC's services are to be performed.

Estimates of Costs and Schedules

The Fee quoted to perform the Statement of Work is based on RESPEC's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by the Client needs and other circumstances. RESPEC will endeavor to perform the services and accomplish other objectives within the estimated cost and schedule. In the event RESPEC is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of services in order to accomplish Client's budget objectives, or (2) terminate services at a specific expenditure level. If option (2) is chosen, RESPEC will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for services performed.

Insurance

During the performance of the work, RESPEC shall maintain in effect at all times, Worker's Compensation and Employer's Liability Insurance in accordance with the requirements of the state in which the services are performed, comprehensive general liability insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, and automobile liability coverage including

owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

Indemnification

To the fullest extent permitted by law, RESPEC shall indemnify, defend, and hold harmless the Client, its officers, directors, agents, employees, and affiliated and parent companies against claims, demands, and causes of action of third parties, including attorney's fees and costs of defense, for personal injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of RESPEC. RESPEC's aggregate liability under the above indemnity shall not exceed the recoveries under the types and limits of insurance set forth in Section 5 of the Standard Terms and Conditions and Client agrees to release, defend, and indemnify RESPEC from and against all further liability under the above indemnity arising from such Services.

To the fullest extent permitted by law, the Client shall indemnify, defend, and hold harmless RESPEC, its subcontractors, consultants, officers, directors, agents, employees, and affiliated companies from and against all claims, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services or work of RESPEC or any claims against RESPEC arising from the acts, omissions, or work of others. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of RESPEC. Without limiting the generality of the foregoing, the above indemnification provision extends to claims against RESPEC which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material, irritant, contaminant, or pollutant in or into the atmosphere, or onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) tangibles or intangible matter, whether sudden or not. Such indemnification shall not apply to claims, damages, losses, or expenses which are finally determined to result from willful or reckless disregard by RESPEC of its obligations under this Agreement.

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these Standard Terms and Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. At RESPEC's option, any dispute arising from or with respect to this Agreement, the services, or the site, shall be decided by arbitration by the American Arbitration Association in accordance with its Commercial Rules. At the request of either party, the arbitration proceedings will be conducted in secrecy. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

Liability

Client agrees that, to the fullest extent allowed by law:

- (a) RESPEC's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of

or in any way related to this Agreement from any cause or causes, including but not limited to RESPEC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall be limited to the total amount of professional fee compensation received by RESPEC.

- (b) In no event shall RESPEC be liable, whether in contract, tort, or any other legal theory, for any special, consequential, or indirect damages whether caused or alleged to be caused by RESPEC's negligence, errors, omissions, strict liability, breach of contract or warranty, or performance of services under this Agreement.

Default, Force Majeure, Termination

Except as provided in the paragraph below, if, during the term of this Agreement, either party shall become delinquent in settling its account or shall be in default of any provisions of the Agreement, the other party may suspend its performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until the complaining party has given written notice of default to the other party allowing at least ten (10) days thereafter to cure such default.

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, loss of permits, and cause or causes beyond the reasonable control of the party affected provided that a prompt notice of such delay or failure is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes.

Either party may terminate this Agreement if the other party: (1) has been adjudicated a bankrupt, or (2) has filed a voluntary petition in bankruptcy, or (3) has made an assignment for the benefit of creditors, or (4) a receiver has been appointed for such party. Termination pursuant to this paragraph shall be effective for performance remaining under the Attachments.

Termination hereunder shall operate to discharge all obligations which are to be performed in the future by either party on or after the effective date of termination, but any right of a party, based on performance or a breach of this Agreement prior to the effective date of termination, shall survive.

The right of termination hereunder is in addition to, and not in lieu of, any right of a party to cancel this Agreement for breach of its terms or conditions.

Job Site

- (a) The Client shall furnish or cause to be furnished to RESPEC all documents and information known to the Client that related to the identity, location, quantity, nature, or characteristics of any hazardous waste at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, and other information on surface and subsurface site conditions required by RESPEC and for proper performance of its services. The engineer shall

be entitled to rely upon Client-provided documents and information in performing the services required under this Agreement; however, RESPEC assumes no responsibility or liability for their accuracy or completeness. Client-provided documents will remain the property of the Client. The Client agrees to waive any claims against RESPEC and to indemnify, defend, and hold harmless from any claims, demands, or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client and others.

- (b) RESPEC will not direct, supervise, or control the work of contractors or their subcontractors. RESPEC's services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.
- (c) RESPEC of any RESPEC shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of RESPEC or its employees or its subcontractors on a site shall imply that RESPEC controls the operations of others, nor shall this be construed to be an acceptance responsibility for job site safety.

Disposal of Contaminated Material

It is understood and agreed that RESPEC is not, and has no responsibility as, a handler, generator, operator, treater or storer, transporter, or disposer of hazardous or toxic substances found or identified at a site, and that the Client shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at a site.

Taxes

The price for services does not include taxes, fees, or excise taxes which are now in effect or may be imposed (whether by federal, state, municipal, or other local public authority) with respect to the sales of any services to be rendered by RESPEC Inc. The payment of taxes on services rendered will in addition to the prices quoted and will be the obligation of the Client.

Precedence

These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any contract, proposal, purchase order, requisition, notice to proceed, or like document regarding RESPEC's services.

Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

Survival

These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of the Agreement for any cause.