



March 11, 2024

Mr. Jarrod Cabral  
Truro Department of Public Works  
17 Town Hall Road  
Truro, MA 02666  
[jcabral@truro-ma.gov](mailto:jcabral@truro-ma.gov)

**RE: PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES  
17 TOWN HALL ROAD  
TRURO, MASSACHUSETTS  
(HRP #P260.PR, PROPOSAL #2024003.05)**

Dear Mr. Cabral:

HRP Associates, Inc. (HRP) is pleased to submit the following proposal to complete a Phase II Limited Subsurface Investigation (LSI) of the property referenced above (the "Site"). The Site has three buildings including a salt/sand storage shed, a maintenance garage, and office space utilized by the Town of Truro Department of Public Works (DPW). A general background of the Site based on a review of the report titled "*Phase I Environmental Site Assessment*" prepared by Weston & Sampson and dated December 2020 (the "2020 Phase I") is set forth below.

#### **BACKGROUND**

According to the 2020 Phase I, the Site has been used by the Town of Truro DPW since the 1950s for vehicle maintenance and fueling. Weston & Sampson identified the following recognized environmental conditions (RECs) at the Site:

- The historic use of the Site as a fueling station and vehicle maintenance facility.
- The potential for impacts to the subsurface in the vicinity of the subgrade hydraulic lift.
- The presence of fill material behind the DPW administration office and maintenance garage.
- The presence of filled automobile service pits in main garage.

To determine if the RECs detailed above have resulted in a reportable release of oil and/or hazardous materials (OHM) consistent with Massachusetts Contingency Plan (MCP), the Town of Truro has requested a proposal to complete a LSI at the Site. HRP's proposed scope of services is set forth below.

#### **Task 1: Health and Safety Plan**

Consistent with the requirements of the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120, HRP will prepare a Site-specific health and safety plan (HASP). The HASP will be utilized by HRP personnel involved with environmental sampling. HRP assumes that Level D Personnel Protective Equipment (PPE) will be suitable for all field staff who may encounter Site soil or groundwater. Level D PPE for this Site will consist of safety glasses, disposable nitrile gloves, work boots, long sleeve shirts and pants, hard hat, and a high visibility vest.

#### **Task 2: Dig Safe Site Mark Out**

HRP personnel will mark out the proposed work area at the Site, utilizing white spray paint, flags, and/or

wooden stakes. HRP will then contact Dig Safe a minimum of 72-hours prior to intrusive activities. HRP requests that the Site contact provide any figures depicting the location of subsurface utilities.

### **Task 3: Private Utility Location and Geophysical Survey**

HRP will subcontract with a geophysical firm to pre-clear proposed subsurface sampling locations and identify buried objects at the Site. The geophysical firm will use ground penetrating radar (GPR), radio line frequency and electromagnetic induction (EMI) to evaluate the area for sub-grade utilities and potentially buried metallic objects. HRP will further evaluate areas with potentially buried objects with test pits and/or soil borings. HRP cannot be responsible for damages related to unmapped, unidentified, or inaccurately located utilities.

### **Task 4: Soil Borings and Monitoring Well Installation**

HRP proposes to advance up to 15 shallow soil borings at the Site. In general, the shallow borings will be advanced to 20 feet below grade, or to refusal, whichever is encountered first. It is anticipated that all shallow soil borings will be advanced using a direct-push type drill rig (Geoprobe™) and soil samples will be collected in continuous two-foot intervals using macro-core samplers. HRP also assumes that concrete coring will be required at up to three locations and the concrete will be less than four inches thick.

HRP proposes to advance up to four deep soil borings at the Site. In general, the deep borings will be advanced to 125 feet below grade, five feet into groundwater, or to refusal, whichever is encountered first. It is anticipated that all deep borings will be advanced using a hollow stem auger drill rig and that soil samples will be collected in two-foot intervals every ten feet using a split spoon sampler.

If groundwater is encountered, up to four of the deep soil borings will be converted into permanent 2-inch diameter monitoring wells. The wells will be constructed with a ten foot section of two-inch diameter, schedule 40 slotted PVC screen installed to transect the groundwater table. Sections of solid two-inch diameter PVC riser will then be extended to just below the ground surface. The wells will be completed at the surface within protective road boxes. The permanent groundwater monitoring wells will then be developed until the groundwater flows with a constant visual clarity for a minimum of 15 minutes or until a minimum of five well volumes have been removed.

HRP assumes that the soil borings and monitoring wells will be completed within five days. Soil samples will be collected from the soil borings in two-foot intervals and field screened for the presence of total organic vapors (TOV) using a calibrated photoionization detector (PID). Soil lithology, visual and/or olfactory observations of OHM, depth to groundwater, etc. will be recorded in a field book. Non-disposable field sampling equipment will be decontaminated between samples by scrubbing/scraping all loose materials before washing the equipment in a solution of alconox and water. The equipment will then be rinsed with potable water followed by a rinse with deionized water and final rinse with per- and polyfluoroalkyl substance (PFAS) free water.

HRP assumes that soil cuttings and purge water will be suitable for placement into/adjacent to the borehole it was removed from. All borings will be sealed with either cold patch asphalt or soil to match the existing grade. If significant visual or olfactory observations of oil and/or hazardous materials (OHM) are observed in soil cuttings or purge water, then the excess material will be collected in 55-gallon drums and stored on-site.

If applicable, the property owner will be responsible for maintaining and securing the investigation derived waste on-Site from the time that it is placed in drums until it is properly disposed. HRP cannot be considered the generator of the waste. Please note that the costs for investigation-derived waste management and disposal are not included in this proposal since these services are not anticipated to be required at this time. If requested, HRP can submit a scope modification to provide these services at an additional cost.

### **Task 5: Test Pits**

HW proposes to excavate up to eight test pits at the Site. The test pits will be excavated to 10-feet below grade or to refusal/collapse, whichever is encountered first. HRP assumes that the test pits will be completed within one day and that the excavator and operator will be provided by the Town of Truro DPW at no cost to HRP. Soil samples will be collected from the test pits in continuous two-foot intervals and field screened for the presence TOV using a calibrated PID. Soil lithology, visual and/or olfactory observations of OHM, depth to groundwater, etc. will be recorded in a field book.

Non-disposable field sampling equipment will be decontaminated between samples by scrubbing/scraping all loose materials before washing the equipment in a solution of alconox and water. The equipment will then be rinsed with potable water followed by a rinse with deionized water and a final rinse with PFAS free water. HRP assumes that the excavated soil will be suitable for placement into/adjacent to the test pit it was removed from. Test pits will be backfilled with the excavated soil and any asphalt millings/chucks will be placed at the surface after compaction is complete. HRP assumes that others will repair/replace the asphalt damaged during test pit excavation.

### **Task 6: Soil Sample Analysis**

Up to 15 soil samples will be selected for analysis from the borings or test pits based on visual and/or olfactory observations, PID readings and/or target depths. Soil samples will be analyzed for one or more of the following analyses at a Massachusetts certified laboratory:

- VOCs by EPA Method 8260 (up to 15 samples)
- VPH with Target VOCs (up to 15 samples)
- EPH with Target PAHs by the MassDEP method (up to 15 samples)
- Semi Volatile Organic Compounds (SVOCs) by EPA Method 8270 (up to 10 samples).
- Massachusetts Contingency Plan 14 metals by EPA Methods 6010/7471 (up to 15 samples).
- PFAS by Draft EPA Method 1633 (up to 5 samples).
- Polychlorinated biphenyls (PCBs) by EPA Method 8082 (up to 10 samples)
- MCP Pesticides EPA Method 8081 (up to 10 samples)
- MCP Herbicides EPA Method 8081 (up to 10 samples)

If additional samples or parameters are determined to be necessary, then additional testing and analysis will be recommended at an additional cost.

### **Task 7: Monitoring Well Survey**

HRP proposes to perform a monitoring well elevation survey that will include up to four monitoring wells. The elevation survey will be performed to establish a Site-specific relative elevation for each of the newly installed monitoring wells. The elevation details will be used to create an estimated groundwater flow direction at the Site.

### **Task 8: Groundwater Sampling**

HRP proposes to sample up to four monitoring wells at the Site. Prior to sampling, depth to groundwater and total well depth will be determined using a water level. Five well volumes will then be purged from each well utilizing low flow sampling techniques and a submersible pump. Purge water will be containerized in five-gallon buckets until purging and sampling is complete. Upon sample collection, the purge water will be discharged at the point of withdrawal consistent with the requirements of 310 CMR 40.0045 (7). Groundwater samples collected for volatiles analysis will be collected with a disposable polyethylene bailer and samples collected for metals analysis will be field filtered with a disposable 0.45 micron filter.

If significant visual or olfactory observations of OHM are observed in the purge water, then the excess material will be collected in 55-gallon drums and stored on-Site. If applicable, the property owner will be responsible for maintaining and securing the investigation derived waste on-Site from the time that it is placed in drums until it is properly disposed. HRP cannot be considered the generator of the waste. Please note that the costs for investigation-derived waste management and disposal are not included in this proposal since these services are not anticipated to be required at this time. If requested, HRP can submit a scope modification to provide these services at an additional cost.

Non-disposable field sampling equipment will be decontaminated between samples by scrubbing/-scraping all loose materials before washing the equipment in a solution of alconox and water. The equipment will then be rinsed with potable water followed by a rinse with deionized water and then a final rinse with PFAS free water.

Up to four groundwater samples will be analyzed for one or more of the following analyses at a Massachusetts certified laboratory:

- VOCs by EPA Method 8260
- VPH (Ranges Only) MassDEP method
- EPH (Ranges Only) MassDEP method
- SVOCs by EPA Method 8270
- MCP 14 metals by EPA Methods 6010/7471.
- PFAS by Draft EPA Method 1633
- PCBs by EPA Method 8082
- MCP Pesticides EPA Method 8081
- MCP Herbicides EPA Method 8081

If additional samples or parameters are determined to be necessary, then additional testing and analysis will be recommended at an additional cost.

### **Task 9: Report**

HRP will prepare a written report detailing the LSI. The report will include a summary and interpretation of the analytical testing results, a map showing all sampling locations, and a groundwater contour identifying the estimated groundwater flow direction. The report will contain HRP's conclusions and recommendations for additional investigation, if necessary. The report will also indicate if a reporting obligation to the Massachusetts Department of Environmental Protection (MassDEP) exists.

### **ASSUMPTIONS AND LIMITATIONS**

The following assumptions and limitations have been made for the above scope of work.

- The property owner will be responsible for providing any available site utility information prior to intrusive activities. HRP cannot be held responsible for damages related to unmapped, unidentified, or inaccurately located utilities.
- Access to work areas will be unobstructed during all work activities.
- Excess soil and groundwater generated will remain on the site. Additional fees will apply if sampling, transport, and disposal of the material is required.
- Costs for standard laboratory turnaround time (10 to 15 business days) have been included in this proposal. With client approval, HRP can request expedited laboratory turnaround at an additional cost.
- The costs outlined in this proposal reflect our estimate of the level of effort necessary for the presumed hydrogeological conditions, which assume no bedrock and a groundwater table of 120 feet or less. If shallow bedrock is encountered, then well installation will not be possible at the estimated costs and additional time and equipment will likely be needed.
- HRP will make a good faith effort to complete the outlined scope of work as described. During the course of drilling, difficult conditions may be encountered which may prevent completion of borings to the described depths. In this event, HRP will offset drill locations in an attempt to complete the drill hole as time permits.

### **PROJECT BUDGET AND SCHEDULE**

HRP will provide the tasks outlined above on a Time and Materials (T&M) basis, not to exceed the amount quoted below without prior client approval.

#### **Task 1: Health and Safety Plan**

Labor, Equipment and Materials	\$ 950
<u>Subcontractors</u>	\$ 0
Task 1 Estimated Total	\$ 950

#### **Task 2: Dig Safe Mark Out**

Labor, Equipment and Materials	\$ 500
<u>Subcontractors</u>	\$ 0
Task 2 Estimated Total	\$ 500



**Task 3: Private Utility Location and Geophysical Survey**

<u>Labor, Equipment and Materials (1 day)</u>	\$ 2,500
<u>Subcontractors (1 day of Private Locating)</u>	\$ 2,900
<b>Task 2 Estimated Total</b>	<b>\$ 5,400</b>

**Task 4: Soil Borings and Monitoring Well Installation**

<u>Labor, Equipment and Materials</u>	\$ 9,000
<u>Drilling and Excavation Subcontractor</u>	\$ 26,700
<b>Task 4 Estimated Total</b>	<b>\$ 35,700</b>

**Task 5: Test Pits**

<u>Labor, Equipment and Materials</u>	\$ 2,300
<b>Task 5 Estimated Total</b>	<b>\$ 2,300</b>

**Task 6: Soil Sample Analysis**

<u>Laboratory Analytical</u>	\$ 20,750
<b>Task 6 Estimated Total</b>	<b>\$ 20,750</b>

**Task 7: Monitoring Well Survey**

<u>Labor, Equipment, and Materials</u>	\$ 3,500
<b>Task 7 Estimated Total</b>	<b>\$ 3,500</b>

**Task 8: Groundwater Sampling**

<u>Labor, Equipment, and Materials</u>	\$ 2,650
<u>Laboratory Analytical</u>	\$ 7,700
<b>Task 7 Estimated Total</b>	<b>\$ 10,350</b>

**Task 9: Report**

<u>Labor, Equipment, and Materials</u>	\$ 6,000
<b>Task 8 Estimated Total</b>	<b>\$ 6,000</b>

**Total Not to Exceed** **\$ 85,450**

Quoted costs do not include estimated sales, use and other taxes which may be imposed upon the goods and services provided. Taxes will be indicated on the invoice. The actual amount of tax may vary depending on the taxable quantities provided.

HRP can commence field tasks as outlined in the scope of work following receipt of authorization to proceed. HRP estimates that the Scope of Work can be completed in approximately four to six weeks following authorization, dependent on the availability of subcontractors. HRP has already tentatively scheduled the geophysical contractor for **March 19, 2024**.

**AUTHORIZATION TO PROCEED**

If this proposal is acceptable, please sign the enclosed Terms and Conditions and email the executed proposal and Terms and Conditions to [bryan.massa@hrpassociates.com](mailto:bryan.massa@hrpassociates.com). Please retain a copy of the proposal and written authorization for your records. Upon receipt of your written authorization, HRP will commence the project described in this proposal.

Costs quoted do not include sales, use and other taxes imposed upon the goods and services provided, which will be added to invoices as applicable.

If you have any questions or require additional information, please feel free to contact us at (781) 243-1527.

Sincerely,  
HRP Associates, Inc.



Bryan Massa, LSP  
Principal and Regional Manager

Attachment

# TERMS AND CONDITIONS

**CLIENT:** Town of Truro

**DOLLAR VALUE OF PROPOSAL:** \$85,450

**PROPOSAL DATE:** March 11, 2024

**SITE LOCATION:** Truro DPW, 17 Town Hall Road, Truro, MA

- AGREEMENT AND PARTIES:** HRP Associates, Inc. or, if applicable, its affiliated entity providing services hereunder is referred to herein as HRP. The individual or entity to which our Proposal is addressed is hereby referred to as the Client. The Agreement by and between HRP and the Client consists of the attached or accompanying Proposal (including any scope of services included therewith) (the "Proposal"), any documents that are attached to the Proposal and these Terms and Conditions. The Agreement shall not include any other terms, conditions or documents proposed or attached by the Client unless HRP expressly agrees in writing to accept such terms, conditions or documents.
- COMPENSATION:** The costs of basic services to be provided by HRP are specified in the Proposal. HRP will submit invoices to the Client on a monthly basis documenting costs incurred in the previous calendar month including labor charges, laboratory analysis charges, and expenses, as applicable, unless a different billing method is specified in the Proposal. Invoices are due and payable upon receipt. Interest in the amount of 1½% per month or, if lower, the maximum lawful rate, will be charged on any amounts that are unpaid at the end of thirty (30) calendar days of the invoice date. Invoices not paid within sixty (60) calendar days of the invoice date will result in cessation of work until such invoices are paid in full. In the event payment in full is not received within ninety (90) calendar days of the invoice date, the account shall also be subject to collection by our attorney, and any and all reasonable costs of collection, including reasonable attorney's fees, shall be paid by the Client. Further, HRP reserves the right to sell the work product to any interested party in the event the Client is in default of its payment obligations for a period of greater than ninety (90) days. Payment can be made by check to: HRP Associates, Inc., 197 Scott Swamp Road, Farmington, Connecticut 06032, Attention: Accounts Receivable. To arrange payment by credit card (MasterCard or Visa) or electronic funds transfer, contact HRP's Accounts Receivable Department at 860-674-9570. If paying an invoice in an amount equal to or in excess of \$50,000 by credit card, a processing fee of 1% will be added to the amount payable. Reference to HRP's invoice number should be included with the payment.
- ADDITIONAL CHARGES:** Costs quoted do not include sales, use and other taxes imposed upon the goods and services provided, which will be added to invoices as applicable. A twenty-five percent (25%) surcharge applies to labor in connection with expert testimony, and such labor will be billed in ½ day increments.
- ADDITIONAL SERVICES:** Services provided beyond the scope set forth in the Proposal will be billed on the following basis:
  - Direct Labor Costs** – A specified rate for each category of HRP's personnel, for the time that they actually spent working on the Client's project and for required travel (portal to portal), as documented and certified by HRP. HRP may revise rates from time to time to account for salary adjustments and increased costs. Required and/or client requested overtime is billed at a factor of 1.5 times the hourly rates charged. Overtime is defined as any hours worked beyond eight (8) hours in one day or forty (40) hours in one work week, or on Saturday, Sunday, or an HRP holiday.
  - Expenses** – Where applicable, project-related expenses for travel, meals, overnight delivery, priority mail, outside reproduction, courier services, laboratory analysis, subcontracting, material and equipment purchases, and miscellaneous other direct charges are billed at cost plus twenty percent (20%) for handling and administration.

If the Proposal sets forth a not-to-exceed cost, HRP will not exceed such cost in performing the proposed scope of services without the Client's consent. Notwithstanding the foregoing, the Client shall be responsible for additional labor costs and expenses incurred by HRP in the event a third party compels HRP to perform any additional work or incur expenses outside of the agreed scope (for example, answering a subpoena). This may include document production, project summaries, depositions, interrogatories, trial testimony, arbitrations, mediations, hearings, meetings, attorneys' fees and any and all such related efforts on behalf of HRP.

- HRP'S RESPONSIBILITIES:** HRP shall comply with all Federal, State and local laws, ordinances, rules and regulations, permits, licenses, and requirements applicable to HRP while performing the services described in this Agreement. HRP shall be an independent contractor with respect to the services rendered under this Agreement, and no other relationship shall exist or be deemed to exist between HRP and the Client. In performing services called for in this Agreement, HRP shall exercise that degree of skill and care as is the generally accepted professional standard of other engineers, geologists or professionals undertaking similar services at the same time and in the same geographic area. The preceding sentence sets forth the sole warranty of HRP and is in lieu of any and all other warranties whether express or implied. HRP's work product is also subject to certain limitations which are described in HRP's report(s) provided pursuant to the Proposal, and are incorporated herein by reference. Notwithstanding anything herein or elsewhere to the contrary, the total liability of HRP and its officers, directors, employees, and agents arising out of this Agreement is limited to \$50,000 or the total compensation received by HRP (less amounts paid by HRP to subcontractors) under this Agreement, whichever is greater.

HRP's insurance policies do not cover HRP's defense against claims alleging damage caused by a release of pollutants as a result of HRP's work. Since HRP is normally engaged in efforts to stop/reduce the release of pollutants to the environment and is not the originator of any pollutants, it cannot and does not accept any responsibility for damages that may result from a release or migration of existing pollutants that may be associated with the work performed at or associated with the Client's work site or premises. When work performed by HRP or HRP's subcontractors pursuant to the Proposal involves subsurface (subterranean) investigations, explorations, and/or excavations of any type (below ground surface, paved surfaces, graded surfaces or floors), HRP will contact the appropriate Call Before You Dig organization to obtain utility mark outs as are customarily provided through such services and review plans and information provided by the Client. If a private utility mark-out service is necessary to assure utility clearance, the Client agrees to pay for such service in addition to the cost of the Proposal. In any event, HRP will not be responsible for any losses, damages, injuries, or interference to or with any subsurface structure, utility, tank system or system component, pipe, cable, or any other improvements (collectively, "Subsurface Features") if they are not brought to HRP's attention before the commencement of work and/or which are not clearly and accurately physically located on the ground by the Client, said mark-out service or any other public or private utility, agency, company, or individual. The Client recognizes that disturbances to vegetation, terrain, drainage, paved surfaces and other structures, improvements and equipment will result from the use of exploration or excavation equipment. HRP will use reasonable precautions to minimize such damage, but cost of restoration of such damage is not included in the Proposal and the Client will not hold HRP liable for such disturbances, effects or damages arising from such subsurface investigation, exploration or excavation work performed by HRP or HRP's subcontractors pursuant to this Agreement. If HRP identifies a serious recognized hazard at the Client's site, HRP shall make a reasonable effort to notify the Client, but such action shall not be construed to impose a duty on HRP to identify and notify the Client of recognized hazards, unless contracted specifically for such purpose pursuant to the Proposal.

HRP shall maintain the following insurance in force at all times:

Worker's Compensation Insurance, including Employer's Liability, with a limit of at least \$500,000. Comprehensive Liability Insurance with limits of at least \$1,000,000 per occurrence for bodily injury & property damage. Automobile Liability Insurance with minimum limits of: Bodily Injury & Property Damage – Combined single limit \$1,000,000. Combined Contractor's Pollution and Professional Liability with \$5,000,000 per occurrence and \$5,000,000 aggregate, claims made basis.

HRP has made a corporate commitment to respect human rights and will, in the performance of its services and its other activities, diligently endeavor to avoid causing or contributing to adverse human rights impacts.



**6. THE CLIENT'S RESPONSIBILITIES:** The Client is required to appoint an individual who shall be authorized to act on behalf of the Client, with whom HRP can confer, and whose instructions, decisions and consent will be binding on the Client. The Client will also obtain all required permits and approvals necessary for performance of the Proposal; provide HRP with access to all available information pertinent to the project including all maps, drawings and records; reveal to HRP all facts that may be relevant to or have a bearing on the work (and HRP shall be entitled to rely on same); assist HRP in obtaining access to all public and private lands and/or records that may be required to perform the work; and promptly notify HRP, at the earliest opportunity, when and if the Client determines portions of the work are not being performed in accordance with this Agreement. The Client or another party designated by the Client shall be responsible for all waste generated by HRP's activities, including the responsibility to sign manifests, bills of lading, or other shipping documents. The Client shall be responsible for site safety and for providing a workplace free of recognized hazards that could cause injury to an HRP employee or subcontractor. The Client shall also be responsible for identifying whether HRP's scope of services create safety hazards particular to the Client's operations, and taking appropriate action to protect HRP's employees and subcontractors from those hazards.

**7. DOCUMENTS:** All reports, boring logs, field notes, laboratory data, calculations, research and other documents and information prepared by HRP or its subcontractors, whether in paper or electronic form, are instruments of service and shall remain the sole property of HRP. Such documents and information are delivered to the Client for the Client's use only and are not to be relied upon by any other party, unless agreed to by HRP in writing.

**8. TERMINATION PROVISIONS:** Either party may terminate this Agreement upon thirty (30) days written notice, provided termination by the Client shall not be effective unless and until the Client has paid HRP for the work performed up to the point of termination. Any termination of this Agreement by a party shall not terminate any provisions that are intended to remain in effect following cessation or completion of the performance of services (including, without limitation, Sections 9 and 11 of this Agreement).

**9. DISPUTE RESOLUTION:** Any controversy, claim or dispute arising under or relating to this Agreement, or the breach thereof, shall be resolved solely and exclusively by final, binding arbitration to be conducted before the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules. The arbitration shall be held in Hartford, Connecticut before a single arbitrator. The parties shall bear their own attorneys' fees, costs and expenses in connection with the arbitration; provided, however, that the arbitrator shall have the authority to award reasonable attorney's fees where the arbitrator finds that the actions, claims or defenses of a party were undertaken without a reasonable basis in fact or law, or were undertaken in bad faith. The parties will share equally in the fees and expenses charged by AAA. Notwithstanding the foregoing, where a party is seeking injunctive or equitable relief rather than monetary damages, nothing herein shall prevent a party from seeking temporary, preliminary or permanent injunctive relief from any court of competent jurisdiction. Any claim brought by the Client against HRP shall be brought no later than one year after the date of substantial completion of HRP's services hereunder or the expiration of the applicable statute of limitations, whichever is earlier.

**10. HAZARD COMMUNICATION:** Part of the services to be provided by HRP may involve the use or storage of certain chemicals such as cleaning/decontamination fluids, sample preservatives, and/or gas chromatograph standards. It is expected that no special precautionary measures will need to be taken to protect the Client's employees from these chemicals during normal operating conditions or unforeseeable emergencies, as relatively small amounts of these chemicals will be present. Safety Data Sheets for such chemicals are available upon request.

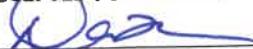
**11. INDEMNIFICATION:** The Client does hereby agree to defend, indemnify and save HRP, its officers, directors, employees, agents, subcontractors and affiliates harmless from and against all claims, suits, liabilities, losses, fines, penalties, expenses and attorneys fees (all of the foregoing, collectively, "Claims") that arise out of or are related to this Agreement and the services provided hereunder, including, without limitation, Claims of third parties alleging personal injury or property damage and Claims involving access to the site, Subsurface Features, generation of waste, hazardous materials brought on site, and pre-existing and/or migration of hazardous substances and materials, except to the extent caused by HRP's gross negligence or willful misconduct.

**12. FORCE MAJEURE:** HRP shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented by doing so by cause or causes beyond HRP's reasonable control, which shall include, without limitation, all labor disputes, civil commotion, war, warlike operation, pandemic, invasion, rebellion, hostilities, or usurped power, terrorism, government regulations or controls, inability to obtain any material or services or acceptable substitute therefore, or through acts of God.

**13. EMPLOYMENT OF HRP PERSONNEL.** If, during the term of this Agreement or during the six (6) months thereafter, the Client hires an employee of HRP to whom the Client was introduced through the performance of services hereunder, the Client will, within ten (10) days following the hiring date, pay HRP a sum equal to ten percent (10%) of the annual salary payable by the Client to such employee. The Client acknowledges that the payment of such sum to HRP is in consideration of HRP's lost benefit and cost of locating and training a replacement for such employee.

**14. MISCELLANEOUS:** This Agreement contains the complete understanding between HRP and the Client with respect to the work to be performed. These Terms and Conditions shall govern over any inconsistent provisions in the Proposal unless a particular term or condition is specifically revoked or amended in the Proposal. This Agreement may not be changed or modified except in writing, and when signed by both parties. This Agreement shall be interpreted and enforced according to the laws of the State of Connecticut without regard to any choice of law provisions. Any notice permitted or required to be given hereunder shall be sent by certified US mail or reputable overnight courier addressed to HRP or the Client (as applicable) at the address shown on the Proposal. This Agreement may not be assigned by either party without the other's consent. In the event of any litigation, the parties waive trial by jury. In the event any term or provision of this Agreement is deemed invalid, the remaining terms and provisions shall apply. Except to the extent awarded to a third party in a Claim for which the Client is required to Indemnify HRP, in no event shall either party be liable to the other for any special, indirect or consequential damages or for loss of revenue or profits, even though the possibility of damages or loss had been disclosed or reasonably could have been foreseen. The person signing this Agreement represents that the execution of this Agreement have been duly authorized by the Client and such person has the authority to sign. The headings of this Agreement are for convenience only and shall not limit or enlarge the meaning of the language of this Agreement. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future. The Proposal is valid for a period of sixty (60) days. This Agreement shall not constitute an offer and shall only be binding on HRP when executed by HRP.

**ACCEPTED FOR CLIENT:**



Signature of Authorized Representative

Name: Darrin K. Tangeman

Title: Town Manager

Date: Jun 28, 2024

**ACCEPTED FOR HRP:**

Signature of Authorized Representative

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

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

Date: \_\_\_\_\_

## INVOICING

## *Intro text*

**Option 1) Electronic Submittal**

Contact Name: Jarrod J. Cabral  
Address: PO Box 2030  
City, State, Zip: Truro MA 02666  
Email Address: jcabral@truro-ma.gov  
Phone Number: 508 214 0400

**Other CC's, if available (list email addresses):**

---

---

---

**Option 2) Hardcopy Invoice via Mail**

Contact Name: Same as above

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_