



# EAGLE Environmental, Inc.

- Industrial Hygiene / IAQ
- Hazardous Building Materials
- Environmental Assessments
- Laboratory Services & Training

May 1, 2018

Mr. Peter L. Nero  
Superintendent of Schools  
North Stonington Public Schools  
297 Norwich-Westerly Road  
North Stonington, CT 06359

**RE: Quarterly PCB Wipe Sampling – February 2018  
Wheeler Middle School  
298 Norwich-Westerly Road  
Norwich, Connecticut  
Eagle Proposal No. 18-124**

Dear Mr. Nero:

Eagle Environmental, Inc. (Eagle) is pleased to submit this proposal for the February 2018 round of quarterly PCB wipe sampling services at the North Stonington Wheel Middle School located at 298 Norwich-Westerly Road in North Stonington, Connecticut (the Site).

The sampling was performed as required by and laid forth in the Interim Polychlorinated Biphenyl (PCB) Monitoring and Maintenance Plan for the Wheeler Middle School (MMP), dated November 30, 2017 and required by EPA/DEEP.

Please contact us if you have any questions related to this proposal.

Sincerely,  
**Eagle Environmental, Inc.**

  
Ashis Roychowdhury  
Executive Vice President

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## **PROJECT OVERVIEW AND SCOPE OF SERVICES**

Eagle Environmental, Inc. (Eagle) prepared an interim monitoring and maintenance plan, *Polychlorinated Biphenyl (PCB) Interim Monitoring and Maintenance Plan, Wheeler Middle School, 298 Norwich-Westerly Road, North Stonington, Connecticut*, dated: November 30, 2017 (MMP) to manage Polychlorinated Biphenyl (PCB)-containing materials in place until the school is vacated for renovations. The plan requires that wipe samples be collected quarterly and that air samples be collected semi-annually.

The objective of the PCB air/wipe sampling is to evaluate the effectiveness of the MMP and to assure the safety of students, staff, and visitors with regard to (PCB).

Eagle performed the following services on February 26, 2018:

### **Wipe Sample Collection and Analysis**

1. Wipe samples of representative non-porous surfaces (i.e. table tops, desk tops, non-porous flooring, painted surfaces, etc.) were collected using the Standard Wipe Test as defined in §761.123. The laboratory reporting limit was less than or equal to one (1.0) micrograms per one-hundred (100) square centimeters of surface.
2. Samples were analyzed at Phoenix Environmental Laboratories, Inc. located in Manchester Connecticut. PCB will be extracted from samples using USEPA Extraction Method 3540C and analyzed using EPA method SW846 8082. Samples included QC/QA duplicates and blanks at a frequency of greater than or equal to ( $\geq$ ) five (5) percent.
3. A subset of samples representing greater than or equal to five (5) percent of parent samples were analyzed at con-test® Analytical Laboratory in Longmeadow, Massachusetts. PCB was extracted from samples using USEPA Extraction Method 3540C and analyzed using EPA method SW846 8082.

Eagle reviewed the laboratory results upon receipt and none the samples exceeded the Action Levels established by the MMP. Eagle prepared a report of the sampling upon receipt of the final sample results.

## **PROJECT SCHEDULE AND COST**

**Please refer to the attached Fee Schedule for an explanation of project fees.** The Services being provided within the attached Fee Proposal are only those which are expressly set forth in this proposal.

Please sign and return the attached Fee Proposal to formally authorize the project.

# Eagle Fee Proposal

CLIENT	PROJECT LOCATION	PROJECT DESCRIPTION	PROPOSAL #
North Stonington Public Schools 297 Norwich-Westerly Road North Stonington, CT 06359	Wheeler Middle School	Quarterly PCB Sampling	18-124
<b>DESCRIPTION</b>			<b>TOTAL</b>
Quarterly PCB Wipe Sampling – February 2018 Wheeler Middle School 298 Norwich-Westerly Road Norwich, Connecticut Eagle Proposal No. 18-124  Sample Collection : Sample Collection Services (estimated 8 hours @ \$75/hour)			600.00
Sample Analysis: Phoenix Environmental Laboratories Wipe Samples: EPA Method SW846 8082/3540C - 3 Day TAT (estimated 19 samples @ \$75/sample)*			1,425.00
Con-Test Analytical Laboratory (QA/QC Samples) Wipe Samples: EPA Method SW846 8082/3540C - 3 Day TAT (estimated 1 samples @ \$105/sample)*			105.00
Data Analysis and Reporting: Sampling Report			500.00
Project Management and Senior Review (estimated 2.5 hours @ \$130/hour)			325.00
Administrative / Clerical Services (estimated 2 hours @ \$45/hour)			90.00
* This is an estimate only. Number of samples collected might be more or less. You will only be charged for the samples actually analyzed. Additional samples, if any, will be charged at the above rates respective to the type of analysis			
			SALES TAX \$0.00
			<b>TOTAL \$3,045.00</b>
			TERMS Net 45

Eagle Environmental, Inc. will perform the above outlined services in accordance with the Terms and Conditions attached hereto. If you are in agreement with the proposal, please sign and return one executed contract to our office. Receipt of a signed contract will be considered authorization to proceed with the work and is required prior to project initiation.

**AUTHORIZATION TO PROCEED**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_ 3

PRINT NAME \_\_\_\_\_

## AGREEMENT FOR SERVICES

This Agreement for Services (the Agreement) is entered into by and between Eagle Environmental, Inc. (Eagle) and (the "Client"). In consideration of the promises set forth below, the parties hereby agree as follows:

### 1. Services to be Provided

Eagle agrees to perform for the Client the services described in the attached proposal, which shall be considered a part of the Agreement. Any condition to or change in the Services must be reflected in a written document signed by both parties and attached to the Agreement.

### 2. Fee for Service

Eagle's fee for the Services shall be as specified in the proposal. The fees quoted are exclusive of any sales, use, service or other taxes arising out of or relating to the Services. Where applicable, such taxes and charges shall be billed as a separate item. Services are performed with the understanding that such taxes and charges shall be added, as required by law. Eagle will charge sales tax unless a valid sales tax exemption certificate is provided for the project.

Payment of services provided by Eagle Environmental must be in receipt of full payment prior to release of findings and documentation. If, upon client's request, documentation is released C.O.D., client will be responsible for any and all delivery charges above and beyond standard and customary first class postage costs.

If credit has been granted, payment is according to the credit terms on Client's invoices or, if none appear, according to terms of net 30 days from date of invoice. The acceptance by Eagle of such payment will not constitute a waiver of Eagle's right to pursue the collection of any remaining balance. If Client fails to make payment when due, without prejudice to any other right or remedy, overdue sums will bear interest to date of payment at the annual rate of 18% (calculated at 1½% per month, compounded monthly) or such lower rate as may be the maximum permitted by law; and Eagle will be entitled to reimbursement for all costs of collection and attorneys' fees.

### 3. Completion of Services

Unless expressly stated otherwise in the Proposal, interim and final completion dates for the Services are approximates only, and time shall not be of the essence. Without limiting the generality of the foregoing sentence, if any Service is delayed because of any reason beyond Eagle's control, completion dates may be extended by a reasonable time period by Eagle.

### 4. Insurance

Eagle maintains commercial general liability coverage and professional liability coverage. Certificates of insurance evidencing such coverage shall be provided to Client upon request.

### 5. Warranty; Limitation of Liability

Eagle warrants that it will perform the Services specified in the Proposal with the degree of care and skill normally exercised under similar circumstances by similar organizations in the profession.

Eagle does not warrant or guarantee, and shall not be responsible for the accuracy of any information or data provided to Eagle by Client, Client's agents, or other third parties, or conclusions in any report of Eagle based upon such information or data. Eagle does not warrant or guarantee the accuracy or reliability of any analysis performed by any person or entity other than Eagle.

All other warranties, direct or implied, including the implied warranties or merchantability and fitness for particular purpose, are hereby excluded.

If loss or damage to Client should result from the failure of performance or deficient performance by Eagle in providing the Services, the liability of Eagle, if any, shall be limited to a sum equal but not exceeding the available limits of Eagle's insurance. This limitation of liability shall apply to a claim for loss or damage whether based on a contract claim or a tort claim.

### 6. Indemnification

Client understands and agrees that Eagle will not be liable for any claim or action brought against Eagle by any employee of Client or any other third party arising from or relating to the Services rendered to Client by Eagle. Client hereby agrees to defend, indemnify and hold Eagle harmless from and against claims arising out of Client's negligence and shall pay all costs of any such action, including but not limit to attorneys' fees, judgments, damages and settlement costs, provided that Eagle gives Client reasonable written notice of the claim or action. Notwithstanding the foregoing, this section shall not apply to claims or actions arising from any negligent, careless or intentional performances on the part of Eagle, its agents or employees.

### 7. Relation of Parties

The relationship between the parties hereto is one of customer and independent contractor, not employer and employee.

### 8. Force Majeure

No party shall be liable for delay in performance hereunder due to caused beyond it's control, including but not limited to acts of God, fires, strikes, acts of war or intervention by a government authority.

### 9. Arbitration

Any controversy or claim arising out of or relating to the Agreement shall be settled by arbitration in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Venue for the arbitration shall be in Hartford, Connecticut.

### 10. Applicable Law

The agreement shall be construed and interpreted according to the laws of the State of Connecticut.

### 11. Entire Agreement

The Agreement contains all the Terms of any agreement relating to the subject matter between Eagle and Client, and may not be changed in any way except in writing signed by both parties. The Agreement supersedes and cancels any previous understanding or agreement, written or implied, between the parties relating the services covered hereby.

### 12. Subcontract

Eagle, at its sole option, may subcontract any portion of the Service to another entity. Such subcontractor shall be held to the same standard of care in rendering the applicable portion of the Services as Eagle hereunder. Notwithstanding anything herein to the contrary, nothing herein shall be deemed to create privity of contract between Eagle's subcontractor and the client.

### 13. Termination of Contract

Client can terminate this contract without cause with 30 days written notice. All outstanding fees for Services completed or in progress shall be paid immediately upon termination of contract. Upon receipt of all such outstanding fees, Eagle shall submit copies of all documents generated and return all confidential materials to Client.

Eagle can terminate contract, if Client breaches contract, with 30 days written notice.