

## EXHIBIT A

### SCOPE OF PLANNED SERVICES

The scope of services and cost estimate are based on completing all project work by the end of June 1984. Delays, though no fault of Engineer, such as extensive review of work products by Owner or regulatory agencies that cause the project schedule to be affected, may cause an increase in project costs. Such potential cost increases shall be brought to the attention of Owner by Engineer if they occur for subsequent negotiation.

#### Task 1. Project Management

Provide complete coordination with Owner on all elements of the project including budget control, schedule of work, key results, and other necessary administrative duties. Assist and supervise project staff; review work products; and monitor and control work schedule, work scope, and budget. Attend a maximum of three meetings with both Owner and involved regulatory agencies. These meetings shall be for the purposes of presenting and discussing the work plan, problem definition report, and correction plan report.

#### Task 2. Data Review and Work Plan

Review all available data on the site addressing soil, groundwater, surface water, and wastes provided by Owner. Review all available correspondence, reports, and regulatory agency contact records regarding the site provided by Owner. Collect readily available published information on local soil, geology, and surface water. Study current development plans for the site to help define the extent and nature of investigation required and to establish a basis for developing correction alternatives.

Make a site visit for reconnaissance and orientation purposes. Inspect field conditions noting surface water drainage systems, locations of any previous sampling, and facility operations potentially contributing to the waste problem. Determine required field equipment and best access points. Select suitable locations for soil, residue, and fluid sampling.

Review available information on physical layout and site operating history furnished by Owner. Such information may include site maps, results of interviews with site workers, summaries of site waste disposal practices, site structure and operational history, identification of material loading and unloading areas, types of materials handled, and any known spills.

Prepare a draft work plan which includes (1) project objectives, (2) soil sampling plan, (3) fluid sampling plan, (4) planned analytical procedures, (5) description of quality assurance and quality control procedures, (6) safety program, (7) project schedule, (8) estimate of project task costs, and (9) project organization chart and description of relevant experience of key personnel. Submit a draft plan to Owner for submittal to the involved agencies. Revise the work plan as necessary based on comments from Owner or the involved regulatory agencies. This scope provides for only minor work plan revisions. If, in the opinion of the Engineer, extensive revisions are required, the cost of such revisions shall be negotiated between Engineer and Owner.

### Task 3. Field Investigation

Collect discrete soil samples at 0- to 6-inch and 6- to 12-inch depths at up to ten locations at the western end of the property. Analyze these samples for chromium III, chromium VI, copper, lead, nickel, and zinc.

Take two surface water samples from the western end of the property. Analyze these samples for oil and grease and the same metals analyzed for the soil samples.

Collect up to eight discrete floor residue samples from various process areas inside the site building that are suspected of contributing to the contamination problem.

Collect up to three samples of process liquid streams that discharge directly or indirectly to the property. Analyze these fluid samples for the same parameters analyzed for the surface water samples.

### Task 4. Problem Definition Report

Prepare a draft report presenting the sampling and analytical methods, data, and conclusions of the field investigation. Document the procedures employed, equipment utilized, and sample handling and chain-of-custody procedure. Submit two copies of the draft report to Owner for review. Revise the report as required and submit five copies of the final report to Owner.

### Task 5. Correction Plan

Based on review of the site data, the site development plan and discussions with Owner and involved regulatory agencies, determine the criteria for site problem correction. Propose, develop, and evaluate technically feasible, environmentally

acceptable and cost-effective remedial correction alternatives that are compatible with Owner objectives and regulatory agency requirements. Recommend a specific correction plan and prepare an implementation schedule showing design, bid, and construction time requirements.

Task 6. Correction Plan Report

Prepare a draft report summarizing the extent and nature of the site problem, delineating the correction criteria used, describing the alternative correction alternatives considered, and detailing the recommended correction plan. Include a cost estimate and implementation schedule for the recommended plan. (The correction plan is intended to be a conceptual design, but not to be in a form for bidding.) Submit two copies of the correction plan report to Owner for review. Revise the report as required and submit five copies of the final report to Owner.

EXHIBIT B  
COMPENSATION

Compensation for services provided under Article I "Scope of Engineering Services" and described in Exhibit A shall be based on salary-related costs plus direct nonsalary costs as described in this exhibit.

I. SALARY-RELATED COSTS

Salary-related costs are equal to the total number of hours worked on the project by each employee multiplied by the hourly billing rate for the employee. The hourly billing rate is based on a multiplier of 2.43 times payroll cost which is 1.36 times the employee's hourly salary. The hourly billing rate will be revised periodically to reflect changes in employee compensation.

II. ANALYTICAL COSTS

Unit analytical costs are based on the current Brown and Caldwell analytical fee schedule. These costs are established on a per analysis basis and are not subject to a service charge.

III. NONSALARY COSTS

Nonsalary costs consist of costs incurred directly for the investigation, other than those included in salary-related costs. Such nonsalary costs are computed on the basis of actual purchase price plus a service charge of 10 percent for items and services obtained from commercial sources and outside consultants. Cost of items and services provided by Brown and Caldwell are in accordance with rate schedules based on normal charges of commercial sources. Nonsalary items and services include, but are not limited to, the following:

1. Services directly applicable to the investigation such as special legal and accounting expenses, computer rental and programming costs, special consultants, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Reproduction services applicable to the investigation such as printing of drawings, photostating, multi-lithing, printing, and similar services.

3. Communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.
4. Living and travel expenses of employees when away from home office on business connected with the investigation. Travel by Engineer-owned or leased automobiles will be billed at the rate of 25 cents per mile.
5. Subcontracted services including site survey, soil borings, and well construction equipment.

#### IV. LIMITATION OF COST AND TIME

It is estimated that the cost for the scope of work described in Exhibit A will not exceed \$24,000. Table B-1 presents the estimated cost for each task. Engineer agrees to use its best efforts to perform the work described in the report within the estimated cost and time of completion. If, at any time, Engineer has reason to believe that the cost will be greater than estimated, Engineer will notify the Owner in writing to that effect. The notification will state the revised cost estimate for performance of the services and, if applicable, the revised time for completion. Such notification will be submitted to the Owner at the earliest possible date and in no event later than 10 days prior to scheduled completion of the work.

The Owner shall not be obligated to reimburse the Engineer for costs incurred in excess of the estimated cost. The Engineer shall not be obligated to continue performance under this Agreement or otherwise incur costs in excess of the estimated cost unless and until the Owner shall have notified the Engineer in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost for performance of this Agreement.

If, after such notification, additional funds are not allotted by the end of the period scheduled for completion, or an agreed date substituted therefore, the Owner will, upon written request by the Engineer, terminate this Agreement. The termination date shall be the originally scheduled completion date or an agreed date substituted therefor.

#### V. PAYMENT OF COMPENSATION

Charges determined on the basis of this exhibit shall be billed in accordance with Article IV of this Agreement.

Table B-1 Albany Site Investigation and  
Correction Plan Cost Estimate

<u>Task number</u>	<u>Description</u>	<u>Cost, dollars</u>
1	Project Management	3,000
2	Data Review and Work Plan	3,000
3	Field Investigation	5,000
4	Problem Definition Report	4,000
5	Correction Plan	5,000
6	Correction Plan Report	4,000
-	Total	24,000