



CONSULTING LLC

PROPOSAL FOR ENVIRONMENTAL SERVICES

Subsurface Investigation and Assessment Reporting

ESA Project No. UPS2302

ESA CONSULTING, LLC (ESA) is pleased to present Upshur County (client) with this cost proposal for environmental excavation oversight and confirmation sampling at the Upshur County Road and Bridge Central Barn Facility located at 2255 US Highway 271 N in Gilmer (Upshur County), Texas. The excavation is required in response to a release of used motor oil identified during October 2023. The proposal includes providing direction and oversight to Upshur County personnel to aid in removal of impacted soil.

The scope of work required will include the following:

- ESA will oversee and direct Upshur County personnel in the excavation of impacted soil. This proposal assumes excavation activities will take two weeks to complete.
- Five excavation areas are assumed based on available knowledge, however, if additional areas are identified, Upshur County personnel will be notified of the deviation from this scope of work.
- Two confirmation soil samples will be collected from each excavated area to ensure that the impacted media has been sufficiently removed. Soil samples will be collected using EPA Method 5035 for benzene, toluene, ethylbenzene, and total xylenes (BTEX) and methyl tertiary butyl ether (MTBE) by EPA method 8260B, total petroleum hydrocarbons (TPH) by Texas Method 1005, and for polycyclic aromatic hydrocarbons (PAH) by EPA Method 8270 if TPH >nC12 is detected.
- Excavation equipment, transportation equipment, and manual labor will be provided by Upshur County.
- This proposal assumes that impact of environmental media is limited to surface soil. If excavation activities indicate that groundwater has been impacted, ESA will provide client with a cost proposal for additional services required.

DELIVERABLES

ESA will prepare a report documenting corrective action.

FEES

ESA will provide these services for a time and materials fee not to exceed \$22,685 without written approval of the client. Client will be invoiced monthly with any incremental time and material charges incurred during the period.

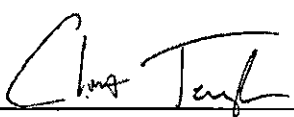
TERMS AND CONDITIONS


Client agrees to provide ESA with access to the property for the purpose of implementing the scope of work.

If additional samples are required to complete delineation of impacted environmental media, and/or if off-site access is required to complete the scope of services or if additional investigation is required, ESA will provide client with a cost proposal for additional services required. It is our understanding that the County

has determined soil recovered during the process of excavation will be suitable for use in the county's road oil mixing program and that no waste disposal is anticipated as a result of the removal activity.

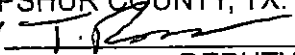
The client realizes that neither ESA nor subcontractors to ESA owe any fiduciary duty to the client. In no event shall ESA be liable for special, incidental or consequential damages. All services provided by ESA under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by environmental professionals operating under similar circumstances. All reports and other work product are the property of ESA and the client. This agreement comprises the final and complete agreement between the client and ESA. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this agreement. Execution of this agreement signifies that each party has read this agreement and is satisfied. Amendments to this agreement shall not be binding unless made in writing and signed by both ESA and the client.

Offered by ESA 
Date 01/04/2024

Accepted by 
Date 1-16-2024

FILED
UPSHUR
COUNTY CLERK

JAN 16 2024

UPSHUR COUNTY, TX.
BY 
DEPUTY