



December 2, 2022

Daniel Campbell  
 Village of Otisville  
 300 East Street; PO Box 6  
 Otisville, Michigan 48463

Otisville WWTP, 11292 Gale Rd., Otisville, MI 48463

RE: Proposal for Groundwater Sampling Activities for the Wastewater Stabilization Lagoons  
 Located in Forest Township; Global Proposal No. 113022A

Dear Mr. Campbell,

Global Environmental Engineering Company LLC (Global) is pleased to present the following proposal to conduct groundwater sampling activities associated with the Wastewater Stabilization Lagoons located in Forest Township (subject property).

**Scope of Work**

Global will complete low-flow sampling at four monitoring well locations (MW78-15, MW 77-4, MW 77-8, and MW-77-10) at the subject property. Global will also collect one influent grab sample for BOD5.

Prior to sampling, groundwater elevation readings will be collected from the four monitoring wells located at the subject property using a static water measuring tape accurate to 0.01 ft. The wells will be sampled in accordance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Remediation and Redevelopment Division (RRD) Operational Memorandum No. 2, dated October 22, 2004. As part of the sampling, one trip blank and one duplicate sample will be collected and analyzed for Quality Analysis/Quality Control (QA/QC) purposes. The groundwater samples will be placed in an ice filled cooler and transported to Merit Laboratories, in East Lansing, Michigan under Chain of Custody procedures. Groundwater samples will be submitted for analysis for the following parameters: total inorganic nitrogen, ammonia, nitrate, nitrite, chloride, sodium, total phosphorus, calcium, iron, magnesium, manganese, potassium, bicarbonate, and sulfate. Global will provide a summary report which will outline field activities and laboratory analytical results. The report will also include a potentiometric surface map with inferred groundwater flow.

**Cost Summary:**

Groundwater Monitoring: Field Services	
Mobilization, onsite labor for oversight, screening, and sample collection	\$950
Field Equipment and Supplies	\$450
Groundwater Monitoring: Professional Services	
Data evaluation, project management and Summary Report Preparation	\$2,400
Groundwater Monitoring: Laboratory Services	
Analysis of up to 6 samples for total inorganic nitrogen, ammonia, nitrate, nitrite, chloride, sodium, total phosphorus, calcium, iron, magnesium, manganese, potassium, bicarbonate, and sulfate	\$1,525
Analysis of up to one sample for BOD5 (Total)	\$50
<b>Estimated Project Costs</b>	<b>\$5,375.00</b>

DJC

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Assumptions and Client Responsibilities

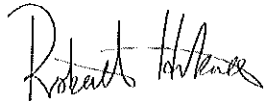
- The property owner will be cooperative in providing site access and allow Global access to the subject property.
- Any permit and/or violation notice fees required by a permitting or local authority in association with the proposed work are the responsibility of the client.

ACCEPTANCE OF PROPOSAL

Global has presented this proposal for your acceptance. The proposal, terms and conditions, and payment requirements specified in the proposal are applicable to the party that the proposal is addressed to. If this proposal and terms and conditions of service meet your approval and you are the party the proposal was addressed to, please initial each page in the boxes provided, complete the "acknowledged as reviewed and agreed" section below, and return it to our attention. Global requires written authorization to proceed prior to commencing a project.

Global looks forward to assisting you with this project. Please contact us at 810-238-9190 or email at rhikade@global-treatmentsolutions.com with any questions related to the project or this proposal.

Sincerely,  
Global Environmental Engineering Company LLC



Robert Hikade  
Field Operations Manager

Please indicate your acceptance of this proposal by signing below:

Proposal: Proposal for Groundwater Sampling Activities for the Wastewater Stabilization Lagoons  
Located in Forest Township; Global Proposal No. 113022A

Accepted by:  Date: 12/2/2022

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**ENVIRONMENTAL SERVICES AGREEMENT**

Global Environmental Engineering Company LLC, a Michigan environmental services provider, located at 10312 N. Holly Road, Holly MI, 48442 ("Global"), and Village of Otisville ("Client") located at 300 East Street; PO Box 6 Otisville, Michigan 48463 agree to the following terms and conditions detailed in this Environmental Services Agreement ("Agreement").

**1. SCOPE OF SERVICES**

Global agrees to perform the following scope of services ("Work") for the following site: Wastewater Stabilization Lagoons located in Forest Township, Michigan 48463, ("Project"):

**1.1 Scope of Services:**

Additional services may be required based upon Global's findings during its performance of the Work. Any additional services that Client wishes to retain Global to perform will be added to this Agreement in the form of subsequent proposals, signed by Client and by Global, and governed by the terms of this agreement.

**1.2 Semi-annual Groundwater Monitoring:**

Global will conduct groundwater monitoring and reporting at Client owned properties in the State of Michigan. Sampling methodologies will adhere to industries standards and requirements set by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). A summary, letter form report will be prepared and submitted to the Client.

**2. STANDARD OF CARE AND DISCLAIMER**

Client, in executing this Agreement, acknowledges the inherent risk associated with oil, hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions as well as with construction. Global shall perform all services it renders under this Agreement with the reasonable care and diligence customarily provided by environmental professionals performing the same or similar services under the same or similar circumstances or conditions and in the same or similar locations. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Global makes no express or implied warranty beyond its commitment to conform to this standard.

Client understands that the field of environmental testing, contamination removal, evaluation of environmental conditions, circumstances and hazards is not an exact science, and is fraught with uncertainties and hazards, known and unknown. It is therefore impossible and outside the standard performance realm for Global to guarantee that the tests, procedures, and evaluations it performs, as part of its scope of work, are completely accurate. Global, its employees, agents and assigns make no warranties in connection with its services, express or implied. Global, as a company made up of experienced professionals, will exercise its best judgment, in accordance with the performance of its services.

**3. COMPENSATION**

Payment is required in US funds. Global requires a 50% deposit for all new customers before the Scope of Work can commence. Remaining payment is due Net 15 days from date of Global's invoice with no retention withheld. Global shall charge a 3.5% surcharge for all payments made by credit card. Where permitted by law, a Finance charge at the rate of 2% per month (24% annual rate) will be added to amounts not paid when due. Any changes to payment terms must be done in writing prior to the Contract execution. If Client fails to make payment to Global when due under the terms of this Agreement, Global shall, at its option, be permitted to terminate any responsibilities it may have under this Agreement, accelerate any sums due under this Agreement for services to be rendered to Client, and pursue any and all remedies available to it by law, in equity, or under this Agreement without prejudice to any remedies not initially elected. Should Global require the institution of any action at law or in equity to collect payment or to otherwise to enforce the terms of this Contract, then the Customer will pay Global any and all reasonable attorney's fees, other costs, and disbursements. **CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES GLOBAL TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER.**

- Prior to each sampling event, an updated proposal with a cost estimate and description of work will be provided for Client review and approval.

**4. PROJECT SCHEDULE**

Global will complete the Scope of Work within two to three weeks of receiving an executed copy of this Agreement and 50% deposit, which shall function as a Notice to Proceed; however, scheduling may be affected by third parties or events outside of Global's control.

**5. WORK PERFORMED DURING PROJECT ACTIVITIES**

Global may, upon occasion, perform its Work during Client's performance of its work, including but not limited to, set-up, site tasks, or clean-up. Client understands and agrees that it is solely and completely responsible for control over the Project site, including but not limited to the compliance with all governing regulations, best practices, authorities, and laws, and that these requirements apply regardless of whether Global is performing Work outside of normal business working hours.

Any monitoring that Global conducts of a subcontractor's performance does not include a review of Client's safety measures, in, on, or near the Project. At all times, it is Client's responsibility to ensure the safety of its employees and others working on the Project and its compliance with the Occupational Safety and Health Act ("OSHA") requirements. Any services provided by Global will not relieve Client of its obligations to perform its scope of work, in accordance with the governing regulations, best practices, authorities and laws and the pertinent plans and specifications.

**6. HAZARDOUS SUBSTANCE MATERIALS**

If Global, during the performance of its Work, identifies hazardous substance concentrations exceeding the lowest applicable clean-up criteria set by the State, the subject property can be considered a "facility" according to Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451. Section 26(1)(c) of Part 201 provides certain liability protections to a person who becomes an owner or operator of contaminated property if, among other things, that person conducts a Baseline Environmental Assessment ("BEA"). The purpose of a BEA is to gather sufficient information about the property being transferred to allow a new release to be distinguished from existing contamination. A BEA must be conducted prior to or within 45 days of the property transfer. Field work and sampling must be completed, conclusions must be drawn, and the basis of the report must be prepared. Fifteen (15) additional days (60 days from the date of property purchase) are allowed for report preparation. Then, the BEA must be submitted to EGLE within six (6) months of the property transfer. The new owner operator of the subject property must sign a BEA form prior to submitting the BEA to EGLE.

**7. CONFIDENTIALITY**

Global and Client agree to hold confidential all business, technical information, and trade secrets obtained or generated in the performance of the Work contemplated by this Agreement. Neither party shall disclose such information without the other party's written consent, except as required for: a) the performance of services or Work contemplated by this Agreement or any subsequently executed change order for additionally provided services; b) compliance with the professional standard of conduct; c) emergency situations involving public safety or health concerns; d) compliance with any court order, subpoena or discovery request issued by a third party with whom Global is involved in litigation; and/or e) the protection of Global against claims or liabilities arising from or relating to this Agreement or Global's performance of its Work as identified in this Agreement. All obligations identified in this provision shall not apply to information already in the public domain or be lawfully acquired on a non-confidential basis from others.

**8. OWNERSHIP OF DOCUMENTS**

Global maintains complete ownership of all reports, field data, notes, laboratory testing data, calculations, estimates, and all other documentation ("Work Product") that it prepares for Client. All Work Product is intended for Client's sole use and benefit as it pertains to the identified Project and is not intended to be used by any other third party unless expressly allowed by Global in writing. Global does not intend for Client to utilize any Work Product on any extensions or modifications of the Project or for use on any other project or site. Client's reuse of any Work Product for any purpose not specifically disclosed to Global prior to the creation of this Agreement shall be used at Client's sole risk without any liability in any capacity on Global's behalf.

**9. LIMITATION OF DAMAGES**

To the fullest extent permitted by the applicable law, Global, its employees, agents, or assignees are not liable for indirect, special, exemplary, liquidated, punitive, multiple, or consequential damages to Client of any kind or nature in connection with the performance of this Agreement, Global's services, or Client's use or reliance upon any Work Product created by Global. Client and Global, as part of this Agreement, both agree, acknowledge, and so contract between themselves that, in the event Client incurs any actual monetary damages, excluding profit or overhead, from the sole negligence of Global, it is specifically agreed that Global's liability shall be limited to the extent of Global's professional liability insurance.

**10. INDEMNIFICATION**

Client understands and agrees that it is obtaining Global's consulting services and/or Work, as defined by this Agreement or any subsequently issued change orders, which may include providing consulting services regarding potentially uninsurable obligations involving the presence or potential presence of hazardous wastes and substances. To the fullest extent permitted by the governing law, Client shall save, indemnify, hold harmless and defend Global, its owners, agents and employees from and against all claims, damages, losses, and expenses, including without limitations attorney's fees, arising out of or resulting from, in whole or in part, Global's Work as defined in this Agreement or any act or omission by Client, its agents or employees in connection with its Work. Provided however, that nothing in this Article requires that Client save, indemnify, hold harmless and defend Global, its agents and employees from any claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property which are proximately caused by or resulting from Global's sole negligence, Global's breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or Global's breach of this Subcontract.

**11. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon seven days of written notice to the other. In the event of termination, Global shall be entitled to payment in full for all services rendered and costs advanced to the effective date of termination. All drawings, renderings, estimates, accounting, reports or other documents of any kind or nature, prepared by Global on or behalf of Global, shall be and remain the property of Global and no other person or entity until Global receives all sums due to Global by Client.

**12. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan. Global consents to personal jurisdiction in Michigan, agrees that the State Court, Superior Court or Federal District Court of Genesee County, Michigan shall be the sole venue for all claims and disputes arising under this Subcontract Agreement, and agrees that the enforceability of this forum selection clause shall be governed by Federal law. Client expressly acknowledges that it freely entered into this forum selection clause, specifying venue in the state of Michigan, and that such designation of venue in the state of Michigan is not unreasonable, unfair, or inconvenient.

**13. DISPUTE RESOLUTION**

For any claim, dispute, or question arising out of or related to this Agreement, or the breach thereof, it shall be resolved in litigation unless Global, in its sole discretion demands binding arbitration as hereinafter set forth. If Global elects to arbitration, then this arbitration provision and the

**Proposal for Groundwater Sampling Activities for the Wastewater Stabilization Lagoons  
Global Proposal No. 113022A; December 2, 2022**

arbitration proceedings shall be governed by Federal law, including the Federal Arbitration Act, Title 9, USCA, and shall be in accordance with the Rules of the American Arbitration Association currently in effect. Global may demand arbitration by filing a written request with Client and with the American Arbitration Association. In such event, any legal or equitable proceeding shall be stayed pending arbitration. The physical location of the arbitration shall be at a place of chosen by Global. If Global demands arbitration, a single arbitrator will be selected. The arbitrator shall be a "true neutral" independent of social or business connections with either party and knowledgeable with construction industry practices. Compensation of the arbitrator and all arbitration expenses shall be divided equally between the parties.

Agreement made by:

And:

Global Environmental Engineering Company LLC

Village of Otisville



Robert Hikade  
Field Operations Manager

Date: 12-02-2022

Date: 12/2/2022

Accounting Information:

Billing Contact Name:	Kathy Martini
Billing Contact Email:	kmartini@otisvillevillage.org
Billing Contact Phone:	
Billing Contact Address:	PO Box 6, Otisville, MI 48463