

ENVIRONMENTAL TERMS AND CONDITIONS
(Time & Expense)

This schedule describes Gannett Fleming's compensation and terms for professional services. Cost estimates are valid for 30 days from the date of the proposal, unless an alternate period is specified therein. Acceptance of a proposal by the Client constitutes a valid and binding contract subject to the following terms and conditions.

1. FEES

1.1 Hourly Rates

Charges for any services performed at or on Client's behalf, will be based on the following hourly rates for the various classes of personnel which Gannett Fleming assigns to the project.

PERSONNEL CLASSIFICATION

	HOURLY RATE
Principals	140.00 - 235.00
Senior Project Managers	120.00 - 235.00
Project Managers	95.00 - 180.00
Sr. Engineers	80.00 - 200.00
Project Engineers	80.00 - 180.00
Engineers	50.00 - 165.00
Architects	90.00 - 140.00
GIS Analyst	60.00 - 90.00
Sr. Geologists	95.00 - 180.00
Geologists	50.00 - 155.00
Sr. Environmental Scientists	90.00 - 180.00
Environmental Scientists	40.00 - 145.00
Field Technicians	45.00 - 90.00
Senior Designers	50.00 - 125.00
Designers	45.00 - 90.00
CADD Technician	40.00 - 95.00
Technicians	50.00 - 85.00
Project Assistants	35.00 - 85.00

Increased hourly rates may be charged for litigation support services and expert testimony and shall be negotiated by the parties prior to rendering these services.

Gannett Fleming's hourly rates include overhead and profit. Project expenses such as travel, subsistence, long distance telephone, reproduction, computer time, equipment rental, laboratory costs and subcontractor charges are invoiced at Gannett Fleming's cost plus a 10% service fee to cover insurance and accounting costs.

1.2 Invoicing and Payment

Invoices are submitted monthly and contain a description of work performed, a list of personnel and time expended by each person, and a detailed list of reimbursable expenses, in accordance with generally accepted accounting principles. Execution of this fee schedule indicates acceptance of all terms and responsibility for payment.

1.3 Payment Terms

Payment terms are specified in Gannett Fleming's proposal or by letter agreement. Absent a written agreement on other payment terms, payment is due within 30 days of Client's receipt of Gannett Fleming's invoice without deduction, setoff or delay for any reason. Unpaid balances created by Client's failure to pay in accord with the agreed schedule, are subject to a late charge of 1.5% per month until paid. Notwithstanding such provision for the payment of interest, all invoices shall be considered correct and payable unless questions or issues as to invoiced items or

amounts are directed to Gannett Fleming in writing within 30 days after invoice date. The existence of an open balance beyond the terms specified in this Fee Schedule constitutes Client's breach of contract and Gannett Fleming shall have the right to suspend or terminate its services, withhold project deliverables and refuse all services requested by Client, including, without limit, all assistance on legal matters requested by Client or Client's attorney until all outstanding amounts, including interest, are paid in full.

1.4 Costs of Collection

In the event that Gannett Fleming brings an action to recover any amounts due to Gannett Fleming, Gannett Fleming shall be entitled to recover all its costs, including legal fees.

2.0 GENERAL TERMS AND CONDITIONS

2.1 Standard of Care

Gannett Fleming's services will be provided in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances, and in accordance with applicable standards in effect at the time services are provided. OTHER THAN AS EXPRESSLY DESCRIBED HEREIN, GANNETT FLEMING PROVIDES NO EXPRESS OR IMPLIED WARRANTIES, OR GUARANTEES REGARDING THE OUTCOME OF ITS SERVICES.

2.2 Insurance

Gannett Fleming shall maintain policies for Professional Liability, General Liability, Automobile Liability, and Workers Compensation. Insurance certificates will be furnished on request.

2.3 Limitation of Liability

Client agrees that Gannett Fleming's total liability to Client (including liability under law to indemnify Client or any other person) shall not exceed Gannett Fleming's fees hereunder or \$50,000, whichever is the lesser amount. Increased liability limits may be negotiated and agreed to by Gannett Fleming in writing prior to commencement of services.

2.4 Indemnification of Client

Subject to the limitations of \$50,000, Gannett Fleming agrees to indemnify Client from all claims, judgments and awards for damage to property and personal injury arising out of the negligent acts of Gannett Fleming and those persons for whom it is legally responsible.

2.5 Indemnification of Gannett Fleming

Client agrees to indemnify Gannett Fleming from all claims, judgments and awards for damage to property and personal injury arising out of the negligent acts of Client and those persons for whom it is legally responsible, or arising out of any unsafe condition not created by Gannett Fleming on Client's property.

2.6 Indemnification for Services as Arranger

In addition to any other provision for indemnification of Gannett Fleming provided herein, Client agrees to indemnify Gannett Fleming from all penalties and any claims, and costs of defense thereof, of whatsoever nature arising out of Gannett Fleming's

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arranging for the transportation of any hazardous waste or contaminants from the Project site.

2.7 Gannett Fleming Not Generator of Waste

Nothing implied by or stated in this Agreement shall be interpreted or construed to make Gannett Fleming the owner or generator of any waste, contamination, or contaminated product which was present on the site at the time Gannett Fleming commenced its services hereunder. Client acknowledges that it has the entire responsibility for all contaminants and wastes found at the Project site.

2.8 Indemnification for CERCLA Claims

In addition to any other provision indemnifying Gannett Fleming provided herein, Client agrees to indemnify Gannett Fleming against any action naming Gannett Fleming as a 'covered person' under CERCLA or as the site operator or arranger of hazardous waste transport as defined in any environmental law or regulation. Furthermore, Client expressly agrees that in the event of any CERCLA related action or claim against Gannett Fleming by any third party, Client will, at its expense, immediately assert its absolute ownership and control of the site and take all necessary actions including legal defense to indemnify and hold Gannett Fleming harmless.

2.9 Spread of Contamination

Client understands and agrees that Gannett Fleming shall not be responsible for any claim for direct or indirect damage arising as a result of contamination caused by Gannett Fleming's or its subcontractor's work unless shown to be caused by Gannett Fleming's negligence.

2.10 Site Access and Security

Unless specifically agreed otherwise, Client is responsible for obtaining permission from any property owners for access or use of their property and Client shall provide Gannett Fleming with written authorization allowing Gannett Fleming to enter and use property as necessary in providing the Services. Gannett Fleming will not enter property belonging to any third party unless Client has secured written permission from the Owner and Client has agreed in writing to be responsible for and hold Gannett Fleming harmless from any claims arising from property damage caused by Gannett Fleming's services, except where such damage can be shown to be caused by Gannett Fleming's sole negligence.

2.11 Underground Structures and Utilities

In the performance of its services, Gannett Fleming will take reasonable care to avoid damage to underground structures or utilities. Client agrees to indemnify, and hold Gannett Fleming harmless from and against all liability, claims, demands, losses, expenses, and costs including attorney's and damage to or consequential loss from damage to any underground structures or utilities which were not shown on plans furnished to Gannett Fleming by Client, except where such damage can be shown to be caused by Gannett Fleming's negligence.

2.12 Conditions of Service

Except as specifically provided in the scope of services hereunder, Gannett Fleming is not responsible for Client's compliance with any law, regulation or ordinance which Client must comply with to secure the government's approval. Moreover, any assistance provided in this regard shall not be construed in any way as advice of counsel.

2.13 Obligations of Client

Client shall be responsible for coordination with all consultants or work forces hired directly by Client and all governmental agencies that have an interest in the work or the site. Client shall furnish all legal, accounting and insurance consulting services as may be necessary at any time for the Project, including auditing services. Client shall furnish information specified in the Scope of Services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Gannett Fleming's services. Client agrees to pay any taxes, including personal property taxes, imposed on or resulting from the professional services provided by Gannett Fleming, (excludes income taxes imposed on Gannett Fleming's net income).

2.14 Termination

This Agreement may be terminated by either party at any time on 5 business day's prior written notice to the other party. Upon termination, Client shall pay Gannett Fleming for all work performed up to the effective date of termination, plus applicable termination costs.

2.15 Use of Gannett Fleming's Information

Client is responsible for and will provide Gannett Fleming with accurate and reliable information on the nature and location of underground structures and utilities on Client's property and Client asserts that Gannett Fleming may rely on this information in performing the services. In the event that Client requests that Gannett Fleming locate underground structures and utilities, Gannett Fleming will subcontract the work to a firm that specializes in geophysical investigations and utility markouts. Client agrees that, by assigning the location of underground structures and utilities in this manner, Gannett Fleming has taken all reasonable care and has established an affirmative defense against any claim of negligence. Having taken reasonable care, Client agrees to indemnify, and hold Gannett Fleming harmless from and against all liability, claims, demands, losses, expenses, and costs, including attorney's fees and the cost of defense, arising from personal injury or death to any party, or property damage caused by or as a consequence of damage to any underground structure or utility on Client's property unless it can be shown that such damage was caused directly by Gannett Fleming's negligence.

2.16 Federal/Local Right to Know Compliance

Client shall provide Gannett Fleming with a list of hazardous substances known to be present at the work site.

2.17 Miscellaneous

All Gannett Fleming's services under this Agreement are intended solely for Client's benefit. Nothing contained herein shall confer any rights upon or create any duties on the part of Gannett Fleming toward any person or persons not a party to this Agreement including, but not limited to, Client's contractors, subcontractors, suppliers, agents, insurers or sureties. ~~Client hereby agrees that to the fullest extent permitted by law, Gannett Fleming shall not be liable to Client for any special, indirect, or consequential damages whatsoever, whether caused by Gannett Fleming's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or any other cause or causes, including loss of profit or revenue. Gannett Fleming is not responsible for the safety of any party at the worksite who is not under Gannett Fleming's direct control.~~

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2.18 Miscellaneous

In the event that any provision herein is deemed invalid or unenforceable, all other provisions hereof shall remain in full force and effect, and binding upon all parties.

3.0 SPECIAL TERMS AND CONDITIONS
ENVIRONMENTAL ASSESSMENT SERVICES

The Special Terms and Conditions set forth in this Article shall apply as applicable where the work consists in whole or in part of environmental assessment services. To the extent that these Special Terms and Conditions conflict or are inconsistent with the General Terms and Conditions of Article 2.0, the provisions of Article 3.0 shall govern.

3.1 Limitation of Liability and Indemnification of Gannett Fleming

Client is providing various title, surveys, and construction documents to Gannett Fleming so that Gannett Fleming can perform the environmental assessment services requested by Client. Client is fully aware of potentially uninsurable risks to Gannett Fleming in performing environmental assessment services. Accordingly, Client agrees to bring no claim against Gannett Fleming either directly or by means of impleader, third party claim, or cross claim, and to indemnify Gannett Fleming from all claims and costs arising out of the performance of any environmental assessment services provided by Gannett Fleming.

3.2 State of the Art Limitation on Gannett Fleming's Responsibilities

Client understands and agrees that field techniques and analytical capabilities are evolving and that currently acceptable investigative approaches and techniques may be superseded. Client understands and agrees that Gannett Fleming's failure to discover hazardous materials does not guarantee that such materials do not exist on the project site and that a site that is not contaminated may become contaminated. Therefore, although Gannett Fleming will use reasonable care and the level of skill exercised by members of the profession currently practicing under similar conditions, Client agrees that Gannett Fleming shall not be responsible for claims and damage arising from its failure to detect the presence of hazardous materials through techniques and practices commonly used for this purpose.

3.3 Disclaimer Clause in Reports

Client agrees to the following disclaimer which will appear in all Phase I environmental assessment reports prepared by Gannett Fleming.

"This assessment report, prepared consistent with ASTM Standards in effect at the time services were rendered, for Environmental Site Assessments, and is based partially on information, documents and data obtained from others and Gannett Fleming makes no representation or warranty concerning the accuracy or completeness of this information in describing historical or current site operations or environmental conditions. Some of the information presented in this report may be subject to varying interpretations and conclusions. The information contained in this report was developed from information available and conditions observed on the survey date. Gannett Fleming shall not be liable for financial or other

losses or subsequent damage caused by or related to any use of this document.

This report was prepared for the sole use of Glen Cove City (client). Any other distribution or use or reliance by any third-party is at that party's own risk without recourse to Gannett Fleming."

3.4 Content of Site Assessment Reports

Client understands that:

- a. Gannett Fleming will make no representation or warranty regarding the value of any property or its suitability for a particular purpose.
- b. Gannett Fleming may estimate the cost of environmental remediation at the site. However, Client understands that actual costs may differ substantially from Gannett Fleming's estimate.
- c. Gannett Fleming's report does not constitute legal advice.
- d. Information in Gannett Fleming's report may have been obtained from others. Gannett Fleming does not represent or warranty that such information is accurate or that it has made any independent investigation to verify the accuracy of information provided by others.

ACCEPTED BY: *William Anagnostis* *Dir. DPW*

FOR: *City of Glen Cove*

DATE: *4/21/09*