



Date: _____

Attn: _____

RE: Letter of Engagement - Environmental Database Review Services

Thunderbird Environmental, LLC (Thunderbird) is pleased to submit this Engagement Letter for the services indicated below. Costs presented is a "lump sum" per report fee:

Environmental Database Review Reports \$ 680 per report

Site Address:

Scope of Work:

Acceptance and Schedule

If this letter confirms your project needs, then please sign below and return via email to darby@tbirdenv.com. On behalf of _____, I hereby authorize Thunderbird Environmental, LLC to proceed with the work described in this Engagement Letter.

_____	_____	_____
Authorization Signature for Client	Title	Date

This Agreement shall not constitute an offer and shall only be binding on Thunderbird when executed by Thunderbird.

_____	_____	_____
Authorization Signature for Thunderbird	Title	Date

Receipt of a signed copy of this letter authorizes the proposed Scope of Services. Project completion can be expected within 30 days of a signed copy of this letter.



TERMS AND CONDITIONS

CLIENT:

DOLLAR VALUE OF PROPOSAL:

RETAINER:

PROPOSAL DATE:

SITE LOCATION:

- 1. AGREEMENT AND PARTIES:** These General Terms and Conditions are attached to and incorporated into the Proposal Letter that, as executed, shall serve as the Agreement between the Client (the individual or entity to which our Proposal is addressed) and CONSULTANT (Thunderbird Environmental, LLC) in respect of the Project described therein. The Agreement by and between CONSULTANT and the Client consists of the attached or accompanying Proposal Letter (the "Proposal"), any documents that are attached to the Proposal, and these Terms and Conditions. The Agreement shall not include any other terms, conditions, or documents proposed or attached by the Client unless CONSULTANT expressly agrees in writing to accept such terms, conditions, or documents.
- 2. COMPENSATION:** The costs of basic services to be provided by CONSULTANT are specified in the Proposal. CONSULTANT will submit invoices to the Client on a monthly basis documenting costs incurred in the previous calendar month including labor charges, laboratory analysis charges, and expenses, as applicable, unless a different billing method is specified in the Proposal. Invoices are due and payable upon receipt. Interest in the amount of 1½% per month or, if lower, the maximum lawful rate, will be charged on any amounts that are unpaid at the end of thirty (30) calendar days of the invoice date. Invoices not paid within sixty (60) calendar days of the invoice date will result in cessation of work until such invoices are paid in full. In the event payment in full is not received within ninety (90) calendar days of the invoice date, the account shall also be subject to collection by our attorney, and any and all reasonable costs of collection, including reasonable attorney's fees, shall be paid by the Client. Further, CONSULTANT reserves the right to sell the work product to any interested party in the event the Client is in default of its payment obligations for a period of greater than ninety (90) days. Payment can be made by check to: Thunderbird Environmental, LLC: 14 Leffingwell Road, Clinton, CT. To arrange payment by credit card (MasterCard or Visa) or electronic funds transfer, contact CONSULTANT Accounts Receivable Department at 860-227-4714. Reference to CONSULTANT's invoice number should be included with the payment. Any retainer required by CONSULTANT shall be applied to the final invoice for the project.
- 3. ADDITIONAL CHARGES:** Costs quoted do not include sales, use and other taxes imposed upon the goods and services provided, which will be added to invoices as applicable. A twenty-five percent (25%) surcharge applies to labor in connection with expert testimony, and such labor will be billed in ½ day increments.
- 4. ADDITIONAL SERVICES:** Services provided beyond the scope set forth in the Proposal will be billed on the following basis:
 - a. Direct Labor Costs –** A specified rate for each category of CONSULTANT personnel, for the time that they spent working on the Client's project and for required travel (portal to portal), as documented and certified by CONSULTANT. CONSULTANT may revise rates from time to time to account for salary adjustments and increased costs. Required and/or the Client-requested overtime (Monday through Friday) shall be billed at a factor of 1.5 times the hourly rates charged. Overtime is defined as any hours worked beyond eight (8) hours in one day or forty (40) hours in one work week. Required and/or the Client-requested overtime on Saturday, Sunday, or a Federal holiday shall be billed at a factor of 2 times the hourly rates charged.
 - b. Expenses –** Where applicable, project-related expenses for travel, meals, overnight delivery, priority mail, outside reproduction, courier services, laboratory analysis, subcontracting, material and equipment purchases, and miscellaneous other direct charges are billed at cost plus twenty percent (20%) for handling and administration.

If the Proposal sets forth a not-to-exceed cost, CONSULTANT will not exceed such cost in performing the proposed scope of services without the Client's consent. Notwithstanding the foregoing, the Client shall be responsible for additional labor costs and expenses incurred by CONSULTANT in the event a third party compels CONSULTANT to perform any additional work or incurs expenses outside of the agreed scope (for example, answering a subpoena). This may include document production, project summaries, depositions, interrogatories, trial testimony, arbitrations, mediations, hearings, meetings, attorneys' fees, and any and all such related efforts on behalf of CONSULTANT.

- 5. CONSULTANT'S RESPONSIBILITIES:** CONSULTANT shall comply with all Federal, State, and local laws, ordinances, rules, and regulations, permits, licenses, and requirements applicable to CONSULTANT while performing the services described in this Agreement. CONSULTANT shall be an independent contractor with respect to the services rendered under this Agreement, and no other relationship shall exist or be deemed to exist between CONSULTANT and the Client. In performing services called for in this Agreement, CONSULTANT shall exercise that degree of skill and care as is the generally accepted professional standard of other engineers, geologists or professionals undertaking similar services at the same time and in the same geographic area. The preceding sentence sets forth the sole warranty of CONSULTANT and is in lieu of any and all other warranties whether express or implied. CONSULTANT work product is also subject to certain limitations which are described in CONSULTANT report(s) provided pursuant to the Proposal and are incorporated herein by reference. Notwithstanding anything herein or elsewhere to the contrary, the total liability of CONSULTANT and its officers, directors, employees, and agents arising out of this Agreement is limited to \$50,000 or the total compensation received by CONSULTANT (less amounts paid by CONSULTANT to subcontractors) under this Agreement, whichever is greater.

CONSULTANT's insurance policies do not cover CONSULTANT's defense against claims alleging damage caused by a release of pollutants as a result of CONSULTANT's work. Since CONSULTANT is normally engaged in efforts to stop/reduce the release of pollutants to the environment and is not the originator of any pollutants, it cannot and does not accept any responsibility for damages that may result from a release or migration of existing pollutants that may be associated with the work performed at or associated with the Client's work site or premises. When work performed by CONSULTANT or CONSULTANT's subcontractors pursuant to the Proposal involves subsurface (subterranean) investigations, explorations, and/or excavations of any type (below ground surface, paved surfaces, graded surfaces or floors), CONSULTANT will contact the appropriate Call Before You Dig organization to obtain utility mark outs as are customarily provided through such services and review plans and information provided by the Client. If a private utility mark-out service is necessary to assure utility clearance, the Client agrees to pay for such service in addition to the cost of the Proposal. In any event, CONSULTANT will not be responsible for any losses, damages, injuries, or interference to or with any subsurface structure, utility, tank system or system component, pipe, cable, or any other improvements (collectively, "Subsurface Features") if they are not brought to CONSULTANT's attention before the commencement of work and/or which are not clearly and accurately physically located on the ground by the Client, said mark-out service or any other public or private utility, agency, company, or individual. The Client recognizes that disturbances to vegetation, terrain, drainage, paved surfaces, and other structures, improvements, and equipment will result from the use of exploration or excavation equipment. CONSULTANT will use reasonable precautions to minimize such damage, but cost of restoration of such damage is not included in the Proposal and the Client will not hold CONSULTANT liable for such disturbances, effects, or damages arising from such subsurface investigation, exploration or excavation work performed by CONSULTANT or CONSULTANT's subcontractors pursuant to this Agreement. If CONSULTANT identifies a serious recognized hazard at the Client's site, CONSULTANT shall make a reasonable effort to notify the Client, but such action shall not be construed to impose a duty on CONSULTANT to identify and notify the Client of recognized hazards, unless contracted specifically for such purpose pursuant to the Proposal.

- 6. CLIENT'S RESPONSIBILITIES:** The Client is required to appoint an individual who shall be authorized to act on behalf of the Client, with whom CONSULTANT can confer, and whose instructions, decisions, and consent will be binding on the Client. The Client will also obtain all required permits and approvals necessary for the performance of the Proposal; provide CONSULTANT with access to all available information pertinent to the project including all maps, drawings, and records; reveal to CONSULTANT all facts that



THUNDERBIRD ENVIRONMENTAL, LLC

may be relevant to or have a bearing on the work (and CONSULTANT shall be entitled to rely on same); assist CONSULTANT in obtaining access to all public and private lands and/or records that may be required to perform the work; and promptly notify CONSULTANT, at the earliest opportunity, when and if the Client determines portions of the work are not being performed in accordance with this Agreement. The Client or another party designated by the Client shall be responsible for all waste generated by CONSULTANT activities, including the responsibility to sign manifests, bills of lading, or other shipping documents. The Client shall be responsible for site safety and for providing a workplace free of recognized hazards that could cause injury to a CONSULTANT employee or subcontractor. The Client shall also be responsible for identifying whether CONSULTANT scope of services creates safety hazards particular to the Client's operations, and taking appropriate action to protect CONSULTANT employees and subcontractors from those hazards.

- 7. DOCUMENTS:** All reports, boring logs, field notes, laboratory data, calculations, research, and other documents and information prepared by CONSULTANT or its subcontractors, whether in paper or electronic form, are instruments of service and shall remain the sole property of CONSULTANT. Such documents and information are delivered to the Client for the Client's use only and are not to be relied upon by any other party, unless agreed to by CONSULTANT in writing.
- 8. TERMINATION PROVISIONS:** Either party may terminate this Agreement upon thirty (30) days' written notice, provided termination by the Client shall not be effective unless and until the Client has paid CONSULTANT for the work performed up to the point of termination. Any termination of this Agreement by a party shall not terminate any provisions that are intended to remain in effect following cessation or completion of the performance of services (including, without limitation, Sections 9 and 11 of this Agreement). Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- 9. DISPUTE RESOLUTION:** Any controversy, claim, or dispute arising under or relating to this Agreement, or the breach thereof, shall be resolved solely and exclusively by final, binding arbitration to be conducted before the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules. The arbitration shall be held in Connecticut before a single arbitrator. The parties shall bear their own attorneys' fees, costs, and expenses in connection with the arbitration; provided, however, that the arbitrator shall have the authority to award reasonable attorney's fees where the arbitrator finds that the actions, claims or defenses of a party were undertaken without a reasonable basis in fact or law, or were undertaken in bad faith. The parties will share equally in the fees and expenses charged by AAA. Notwithstanding the foregoing, where a party is seeking injunctive or equitable relief rather than monetary damages, nothing herein shall prevent a party from seeking temporary, preliminary or permanent injunctive relief from any court of competent jurisdiction. Any claim brought by the Client against CONSULTANT shall be brought no later than one year after the date of substantial completion of CONSULTANT services hereunder or the expiration of the applicable statute of limitations, whichever is earlier.
- 10. HAZARD COMMUNICATION:** Part of the services to be provided by CONSULTANT may involve the use or storage of certain chemicals such as cleaning/decontamination fluids, sample preservatives, and/or gas chromatograph standards. It is expected that no special precautionary measures will need to be taken to protect the Client's employees from these chemicals during normal operating conditions or unforeseeable emergencies, as relatively small amounts of these chemicals will be present. Safety Data Sheets for such chemicals are available upon request.
- 11. INDEMNIFICATION:** The Client does hereby agree to defend, indemnify and hold CONSULTANT, its venturer companies, its officers, directors, employees, agents, subcontractors and affiliates harmless from and against all claims, suits, liabilities, losses, fines, penalties, expenses and attorneys' fees (all of the foregoing, collectively, "Claims") that arise out of or are related to this Agreement and the services provided hereunder, including, without limitation, Claims of third parties alleging personal injury or property damage and Claims involving access to the site, Subsurface Features, generation of waste, hazardous materials brought on site, and pre-existing and/or migration of hazardous substances and materials, except to the extent caused by CONSULTANT gross negligence or willful misconduct.
- 12. FORCE MAJEURE:** CONSULTANT shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented by doing so by cause or causes beyond CONSULTANT reasonable control, which shall include, without limitation, all labor disputes, civil commotion, war, warlike operation, pandemic, invasion, rebellion, hostilities, military or usurped power, terrorism, government regulations or controls, inability to obtain any material or services or acceptable substitute therefore, or through acts of God. CONSULTANT is not responsible for failure of the Client to furnish timely information or approve or disapprove CONSULTANT's services or work product promptly, or delays caused by faulty performance of the Client or by contractors of any level.
- 13. EMPLOYMENT OF CONSULTANT PERSONNEL:** If, during the term of this Agreement or one (1) year thereafter, the Client hires an employee of CONSULTANT to whom the Client was introduced through the performance of services hereunder, the Client will, within ten (10) days following the hiring date, pay CONSULTANT a sum equal to ten percent (10%) of the annual salary payable by the Client to such employee. the Client acknowledges that the payment of such sum to CONSULTANT is in consideration of CONSULTANT lost benefit and cost of locating and training a replacement for such employee.
- 14. MISCELLANEOUS:** This Agreement contains the complete understanding between CONSULTANT and the Client with respect to the work to be performed. These Terms and Conditions shall govern over any inconsistent provisions in the Proposal, unless a particular term or condition is specifically revoked or amended in the Proposal. This Agreement may not be changed or modified except in writing, and when signed by both parties. This Agreement shall be interpreted and enforced according to the laws of the State of Connecticut without regard to any choice of law provisions. Any notice permitted or required to be given hereunder shall be sent by certified US mail or reputable overnight courier addressed to CONSULTANT or the Client (as applicable) at the address shown on the Proposal. This Agreement may not be assigned by either party without the other's consent. In the event of any litigation, the parties waive trial by jury. In the event any term or provision of this Agreement is deemed invalid, the remaining terms and provisions shall apply. Except to the extent awarded to a third party in a Claim for which the Client is required to indemnify CONSULTANT, in no event shall either party be liable to the other for any special, indirect, or consequential damages or for loss of revenue or profits, even though the possibility of damages or loss had been disclosed or reasonably could have been foreseen. The person signing this Agreement represents that the execution of this Agreement has been duly authorized by the Client and such person has the authority to sign. The headings of this Agreement are for convenience only and shall not limit or enlarge the meaning of the language of this Agreement. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future. This Proposal is valid for a period of sixty (60) days. This Agreement shall not constitute an offer and shall only be binding on CONSULTANT when executed by CONSULTANT.



THUNDERBIRD ENVIRONMENTAL, LLC

Standard Fee Schedule – Effective January 1, 2026

Labor Category	Hourly Rate
Licensed Environmental Professional (LEP)	\$ 220.00
Senior Environmental Project Manager	\$ 170.00
Environmental Project Manager	\$ 150.00
Environmental Scientist	\$ 125.00
Senior Geologist	\$ 170.00
Geologist	\$ 125.00
Senior Biologist	\$ 185.00
Biologist	\$ 125.00
Environmental Field Technician	\$ 105.00
CAD/Drafting Technician	\$ 125.00
Drafting Technician	\$ 120.00
SWPPP Administrator	\$ 125.00
SWPPP Field Inspector	\$ 95.00
Wetland Delineator	\$ 185.00
Asbestos Inspector	\$ 155.00
Asbestos Project Monitor, VPIH	\$ 105.00
Professional Engineer (PE)	\$ 210.00
Ecologist	\$ 185.00
Geographic Information Systems (GIS) Technician	\$ 125.00
Human Health Risk Assessor	\$ 305.00
Expert Testimony	\$ 305.00
Administrative / Clerical	\$ 95.00

Additional Charge Notes

1. Off-hours and overtime will be charged at a rate of 1.5 times the listed hourly rate and weekends will be charged 2 times the listed hourly rate.
2. Direct non-salary or out-of-pocket costs including sub-contracts for outside services, equipment rentals, non-local travel expenses, and production printing costs will be billed at cost plus 15%.
3. Supplemental equipment and materials will be billed at itemized unit prices.
4. Transportation will be billed at the IRS approved rate of \$0.725 per mile.