mostardi platt

March 6, 2025

Subject: Proposal No. 038576 Addendum 3

Attn: Neil P. Daly
GenConn Devon LLC
734 Naugatuck Avenue
Milford, CT 06461
E: cdaly@alphagen.com
P: 203-451-3683

Dear Neil P. Daly:

INTRODUCTION

In response to your request, Mostardi-Platt Associates, Inc. (Mostardi Platt) is pleased to submit this proposal to provide air emissions testing services to be performed for GenConn Devon LLC (client) at the facility(s) as listed below:

Facility Name (EPA Registry ID)	Facility Address
Devon Generating Station (110030737610)	734 Naugatuck Avenue Milford, CT 06461

All testing will be performed to meet the specifications of the reference test methods and monitoring requirements as found on the United States Environmental Protection Agency (USEPA) Air Emission Measurement Center (EMC) website, or the methodological equivalent as noted otherwise, from the following emission unit(s):

Emission Unit	Identification
4 – combustion turbines	Units 15, 16, 17, & 18

If applicable, all testing will be performed to meet the following regulatory requirements: the applicable part/subpart and/or appendix of Title 40, Code of Federal Regulations (40CFR); the federal, state, and/or local agency; and, the facility-specific operating and/or construction permit:

Regulatory Requirement	Designation
CDEEP Town-Permit (Unit 15)	Permit No. 105-0098
CDEEP Town-Permit (Unit 16)	Permit No. 104-0099
CDEEP Town-Permit (Unit 17)	Permit No. 104-0100
CDEEP Town-Permit (Unit 18)	Permit No. 105-0101
40CFR75	Appendix E

SCOPE OF SERVICES

Mostardi Platt will perform the following scope of services:

- Perform a compliance emissions test to determine the concentrations of oxygen (O_2), nitrogen oxides (NO_X), carbon monoxide (CO), and ammonia (NH_3) from the exhaust of each test location. Three (3), approximately sixty (~60) minute test runs will be performed in accordance with Methods 1, 3A, 7E, 10, 19, and 320.

- Perform Appendix E NO_X testing at each of four load levels from the exhaust of each test location. Three (3), Approximately thirty (30) minute test runs will be performed in accordance with Methods 3A and 7E.

SPECIAL CONSIDERATIONS

- All testing will be performed on each unit during two (2) operating conditions – while fired on pipeline natural gas (NG) and while fired on No. 6 oil, ULSD.

- Four (4) load Appendix E sampling will be performed on each of two fuels.

- NO_X test results will be reported in units of ppmvd @ 15% O_2, lb/mmBtu, and lb/hr, and CO test results will be reported in units of ppmvd @ 15% O_2 and lb/hr.

- NH_3 test results will be reported in units of ppmvd @ 15% O_2 and ug/m^3.

- A stratification test will be performed (if required) prior to gaseous testing or during run 1., The O_2 concentrations and the appropriate F factor will be used to calculate pollutant emission rates from the pollutant concentrations in accordance with Method 19, as applicable.

PROJECT SCHEDULE(S)[1]

Mostardi Platt will provide the above-mentioned scope of services according to the following project schedule(s):

Schedule A – One unit per test day			
Day	**Activity**	**Labor**	**On-Site Hours**
1 - Monday	Mobilize to job site & set up test equipment.	[redacted]	
2 - Tuesday	Perform compliance and Appendix E testing on Unit 15 while firing NG.		

[1] "Labor" refers to on-site manpower, and "Hours" refers to expected duration of on-site manpower.

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Page 3

Schedule A – One unit per test day			
Day	**Activity**	**Labor**	**On-Site**
3 - Wednesday	Perform compliance and Appendix E testing on Unit 15 while firing USLD.	[redacted]	
4 – Thursday	Perform compliance and Appendix E testing on Unit 16 while firing NG.		
5 - Friday	Perform compliance and Appendix E testing on Unit 16 while firing USLD.		
6 – Saturday	Hold day		
7 - Sunday	Hold day		
8 - Monday	Perform compliance and Appendix E testing on Unit 17 while firing NG.		
9 - Tuesday	Perform compliance and Appendix E testing on Unit 17 while firing USLD.		
10 - Wednesday	Perform compliance and Appendix E testing on Unit 18 while firing NG.		
11 - Thursday	Perform compliance and Appendix E testing on Unit 18 while firing USLD. Break down test equipment & demobilize from job site.		

Schedule B – Two units per test day			
Day	**Activity**	**Labor**	**On-Site Hours**
1	Mobilize to job site & set up test equipment.	[redacted]	
2	Perform compliance and Appendix E testing on Units 15 & 16 while firing NG.		
3	Perform compliance and Appendix E testing on Units 15 & 16 while firing USLD.		
4	Perform compliance and Appendix E testing on Unit 17 & 18 while firing NG.		
5	Perform compliance and Appendix E testing on Unit 17 & 18 while firing USLD. Break down test equipment & demobilize from job site.		

All project days are considered weekdays and are scheduled between the hours of 07:00 and 18:00 unless otherwise stated. All projects should be scheduled with Mostardi Platt at a minimum of thirty (30) days in advance to allow for proper allocation of manpower and equipment. Protocol development, submittal, and agency notification will also affect the test schedule date.

PROJECT PERSONNEL

Mostardi Platt will provide the following personnel to conduct the scope of services as indicated in above-captioned project schedule(s):

Schedule A	
No. On-Site	**Role**
1	Project Manager
1	Test Engineer

Schedule B	
No. On-Site	**Role**
1	Project Manager
2	Test Engineers

DOCUMENTATION

Per request, Mostardi Platt can supply preliminary test results on-site; however, these results may be subject to change during final review as part of the standard quality assurance / quality control (QA/QC) process. If required, Mostardi Platt will forward the following documentation (unless as indicated and agreed upon otherwise) to client for submittal to agency:

- One (1) electronic copy of draft test protocol within thirty (30) days prior to test program
- One (1) electronic copy of final test protocol within five (5) days after receipt of comments
- One (1) electronic copy of draft test report within thirty (30) days after completion of test program or within five (5) days of receipt of sub-lab analyses
- One (1) electronic copy of final test report within five (5) days after receipt of comments

If needed, copies of the above-captioned documentation will be provided to client in paper format, compact disc, etc. for an additional fee.

Documentation may not be varied or modified except with consent by the authorized representatives of all the parties to this agreement.

PROJECT FEE(S)[2]

Mostardi Platt will charge client the following fee(s) based on the above-captioned scope of services and corresponding project schedule(s):

Description	Cost[3]
Price to perform testing per scope and Schedule A	[redacted]
Price to perform testing per scope and Schedule B	

- Mostardi Platt will provide test results in Electronic Reporting Tool (ERT) format to be uploaded into the Compliance and Emissions Data Reporting Interface (CEDRI).

- Mostardi Platt can provide consulting and/or project development services including site visit/inspection for an additional fee.

PAYMENT TERMS

Invoices will be billed net thirty (30), unless as otherwise agreed upon, and payments not received within thirty (30) days from the date billed are subject to a late payment charge of 1.5% per month until payment is received.

PROJECT DELAYS, EXTENSIONS, AND CHANGE

Project delays caused by circumstances not within the control of Mostardi Platt and project extensions resulting from additional work requests will be charged according to the enclosed fee schedule. A change order due to delays, extensions, or changes will be required prior to the submittal of the final report.

[2] Project fees include costs associated with documentation, labor, equipment, analysis, and reimbursables (i.e., mileage, vehicles, per diem, hotel, etc.), etc. Project fees do not include any tariffs, taxes, rates, duties, etc. associated with performing scope of work as scheduled. Project fees do not include any time or costs incurred for 3rd party safety training requirements (beyond sixty minutes allocated for site-specific safety training), background checks, prequalification, and associated documentation and requirements.

[3] Shipment of samples for outside analysis will be billed at cost +10%.

PROJECT CANCELLATIONS OR POSTPONEMENTS

Projects that are scheduled and then canceled or postponed will be charged according to the following schedule:

- Six to ten (6-10) business days prior to project start date — 5% of total project cost plus any expenses or other subcontracted costs incurred
- Three to five (3-5) business days prior to project start date — 10% of total project cost plus any expenses or other subcontracted costs incurred
- Within two (<2) business days prior to project start date — 25% of total project cost plus any expenses or other subcontracted costs incurred
- After mobilization of project personnel — 25% of total project cost plus actual time and expenses incurred

PARTICIPATION BY CLIENT

In order to execute project, client must provide Mostardi Platt with the following assistance and/or items as applicable:

Please note: It is the responsibility of client to convey these responsibilities to facility sufficiently in advance of scheduled test week.

- Safe access to all test location(s), including but not limited to: any scaffolding (installed and inspected daily by qualified personnel); mechanical-lift (with a certified, facility-supplied operator); and/or, elevator with an alternate egress (both of which have been safety-inspected to meet manufacturer specifications by qualified personnel prior to arrival of test crew), as applicable
- Sufficient lighting at all test locations
- A minimum of two (2), 110V/20A, circuits at each test location
- A description and flow diagram of process and test locations
- 4”-6” diameter test ports, cleaned and loosened by plant personnel prior to arrival of test crew, as applicable
- Unless otherwise agreed upon, strut channel, trolleys, and eyehooks (safety-inspected to meet manufacturer specifications)
- All applicable process-related data within five (5) days after completion of test program
- Collection of fuel samples, if needed (analyses cost not included unless listed)
- Restroom facilities for use by test crew
- Parking space for mobile laboratory within agreed upon distance of sample locations with access to power required as appended
- Clean laboratory space to be used for sample recovery, if needed

SAFETY REQUIREMENTS

Per 40CFR60.8(e) (1-4), in order to perform the above-captioned scope of services, client must provide Mostardi Platt with safe access to test location(s) and safe working conditions at facility to include, as applicable, at a minimum:

1. Sampling ports adequate for test methods applicable to such facility
2. Safe sampling platform(s)
3. Safe access to sampling platform(s)
4. Utilities for sampling and testing equipment

All known potential hazards and exposures, as well as site-specific safety requirements, must be communicated by client to Mostardi Platt thirty (30) days prior to mobilization of the test crew. Project delays due to unsafe working conditions or unresolved safety concerns will be charged to client according to the attached fee schedule.

AGENCY NOTIFICATION

Mostardi Platt will not contact any regulatory agency regarding the work to be performed unless requested to do so in writing by client. Such a request should specify the regulatory agency(s) to be notified and the information to be conveyed.

ACCEPTANCE

This proposal is for the one-time completion of work described in the scope of services and project schedule. The project fees quoted in this proposal do not apply to additional tests or retests unless otherwise stated herein.

Thank you for the opportunity to bid this project. If you have any questions or concerns regarding this proposal, please contact me at 630.993.2100.

Respectfully submitted,

MOSTARDI PLATT

Eric L. Ehlers
EVP, AET Operations

Appendix

ADDENDUM

Date	Description
3/4/2025	Added 3 load levels/fuel for Appendix E sampling
3/5/2025	Edited Schedule A per client's request
3/6/2025	Updated contact email and mailing address information

FEE SCHEDULE

MOSTARDI PLATT
Fee Schedule for Delays, Extensions and Work Outside of Listed Scope

Professional Services

Senior FTIR Analyst
FTIR Analyst
Senior Project Manager
Project Manager
Field Chemist
Visible Emission Reader
Test Engineer
Test Technician
Consulting, Site Inspection, etc.
Documentation

[redacted]

Reimbursable Expenses

Lodging
Per Diem (domestic)
Per Diem (international)

Transportation Charges
Airfare
Ground Transportation or Parking
Company Vehicle
Rental Vehicle
Freight

Equipment Rental

Method 1-4
Method 2F or 2G
Method 3A, 6C, 7E, 10, or 25A
Method 5, 17, or 201A
Method 8A or CTM-013
Method 12, 29, 30B, or 308
Method 16A or 16C
Method 13, 26, 26A, or CTM-027
Method 202
Method OTM-045
Specialized Methods
Calibration Standards
Multi-point Array Pitot
Mobile Laboratory
Mercury Analyzer on-site
Ion Chromatography (IC) on-site
Gas Chromatography (GC) on-site
FTIR on-site

[redacted]

Equipment Preparation

Method 1-4 .....
Method 2F or 2G .....
Method 3A, 6C, 7E, 10, or 25A .....
Method 5, 17, or 201A .....
Method 8A or CTM-013 .....
Method 12, 29, 30B, or 308 .....
Method 16A or 16C .....
Method 13, 26, 26A, or CTM-027 .....
Method 202 .....
Method OTM-045 .....
Specialized Methods .....
Multi-point Array Pitot .....
Mercury Analyzer on-site .....
Ion Chromatography (IC) on-site .....
Gas Chromatography (GC) on-site .....
FTIR .....

[redacted]

Terms ..... Net 30 days

TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

1.0 PERFORMANCE OF WORK

1.1 Standard of Care. We will conduct all services relating to this Agreement in accordance with generally accepted practice in a manner consistent with that level of care ordinarily exercised by members of the industry currently performing services specified in this Agreement in the same locality and under similar conditions of time and accessibility of improvements and information. No other representations, expressed or implied, and no warranty or guarantee is included or intended to be part of this Agreement.

1.2 Accuracy of Measurements. We will reference our field observations and samplings to available plant data. We will not verify the accuracy of these data unless we accept that duty in writing.

1.3 Failure to Follow Recommendations. If you do not follow our recommendations, you agree not to hold us liable for undesirable circumstances that may occur as a result of not following our recommendations.

1.4 Force Majeure. Delays caused by incidents beyond our control—such as fires, floods, strikes, riots, explosions, adverse weather conditions, casualties, unavailability of labor or materials or services, process shutdown, acts of God, court orders, or acts, orders or regulations of any governmental agency—will prompt renegotiation of proposed costs and time schedules of this Agreement.

1.5 Non-hiring of Employees. For a period of one year after the completion of this Agreement, unless prior written approval has been obtained from us, you agree not to employ (either directly as an employee or indirectly as a consultant or contractor) any person who is, or has been within the previous six months, an employee of ours. Because it is difficult to establish the cost of actual damages to us that would arise out of hiring our employee, you agree to pay us liquidation damages (not a legal penalty) in the amount equal to one-half of the annual compensation paid to the employee by you. You and we agree that this provision shall not be deemed or used in any way to restrain or limit the employee's pursuit of his or her trade or profession. You and we further agree that the payment you make to us for hiring our employee will be interpreted as similar to payment made by any employer to an employment agency.

2.0 AGREEMENT TERMS

2.1 Notice. Any notice or communication required to be sent to either of the parties by the other will be deemed to have been sufficiently given when delivered in person to the other party or upon receipt of postage-prepaid, certified United States mail, or the equivalent, to your or our business address shown on the first page of our proposal in this Agreement.

2.2 Confidentiality. We will treat information gathered by us in connection with this agreement as confidential. We will not disclose confidential information to any unaffiliated third party. Unless you prohibit us from doing so, we may use your name in our promotional materials. When we use your name, we agree not to reference the exact services we performed or identify the facilities involved.

2.3 Payment of Fees. You are responsible for paying any filing or application fees, penalties, or fines to any federal, state, or local governments relating to the services we propose to provide in this Agreement.

2.4 Assignment. You may not assign this Agreement without our prior written consent. Consequently, we may not assign this Agreement without your prior written consent.

2.5 Binding Effect. Both you and I understand and agree that this Agreement is binding on both parties, respective successors, and any assigned parties.

2.6 Severability. The provisions of this Agreement are severable. If one (or more) of the provisions in this Agreement proves invalid or unenforceable, it (or they) will not affect the validity and enforceability of the other provisions in this Agreement.

2.7 Governing Law. The provisions of this Agreement will be governed by the laws of the State of Illinois.

2.8 Survival. All obligations that occur before this Agreement are concluded and all the conditions of this Agreement that designate responsibility or liability between you and us will continue after services are completed and this Agreement is concluded.

2.9 Other Compensation. You agree to compensate us for our reasonable expenses incurred if we are required to respond to legal processes related to our services for you that arise out of a lawsuit or a proceeding to which we are not a party.

2.10 Limitation of Liability. We exclude all expressed or implied warranties regarding the services or reports proposed including all warranties of merchantability and fitness for a particular purpose. In no event will we be liable for special, incidental, or consequential damages arising out of the services proposed in this Agreement or any subsequent services we provide.

2.11 Limitation of Use. We will prepare a confidential report for you. No third party may use the information contained in this report without written permission from both you and us. Our duties and obligations extend to you and no other party. Our duties and obligations to you are not transferable to any person, corporation, or organization without the expressed written consent from both you and us. Our reports and the information contained in them cannot be relied upon unless our invoice for those services is paid.

2.12 Payment Terms. Payment is due within thirty (30) days of date of invoice. Payments not received within 30 days from the date billed are subject to a late charge of 1.5% per month until payment is received. All costs of collection, court costs, and attorney fees incurred by Mostardi Platt in collecting past due fees shall be borne by you.

2.13 Warranty. We will transfer to you the manufacturer’s warranties of any equipment we transfer to you as part of this agreement.

TEST LOCATION GUIDANCE DOCUMENT

Introduction - Selection of a proper sampling site is vital to assure representative measurement of pollutant emissions and accurate volumetric flow rate from a stationary source is obtained. Safety and accessibility are essential considerations of site selection. Clearance for sampling equipment, access to electrical power, exposure of personnel to weather, process heat, and presence of hazardous gases must also be considered in construction of sampling facilities.

Sample Ports - The ideal sample location would have flow characteristics such that the gas flows in a linear pattern parallel to the axis of the stack or duct, have a uniform velocity profile, and not flow in a cyclonic or swirling pattern. The following port location directions are provided to guide you in selecting a stack sampling location close to ideal.

Port Location - Ports should be located at least eight stack or duct diameters downstream and two diameters upstream from any flow disturbance such as a bend, expansion, or contraction in the stack, or a visible flame. Calculate the equivalent diameter as follows:

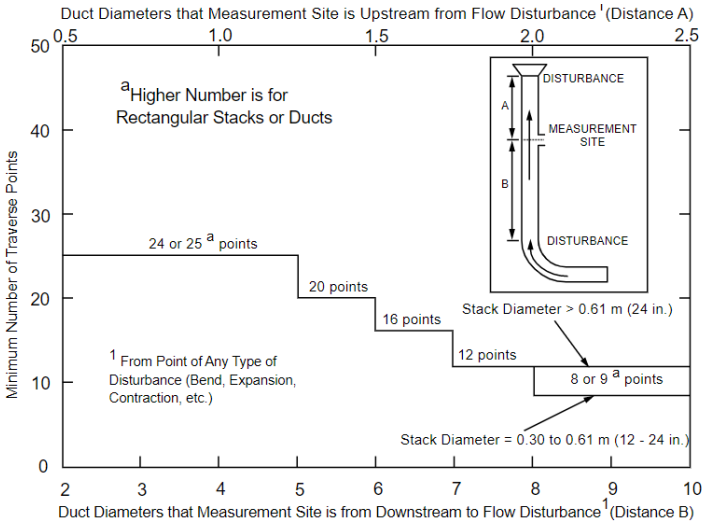


Figure 1-1. Minimum number of traverse points for particulate traverses

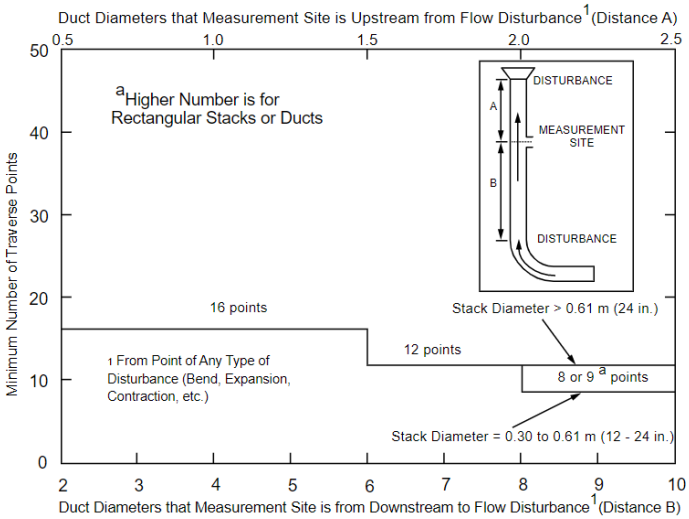
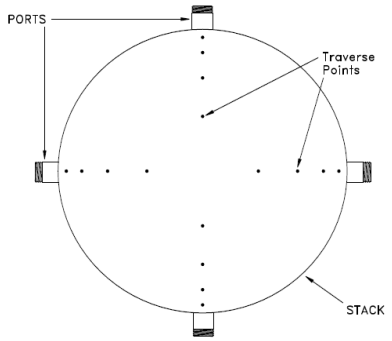


Figure 1-2. Minimum number of traverse points for velocity (nonparticulate) traverses

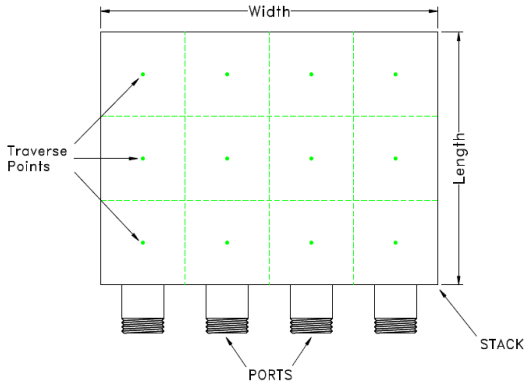
Port Type - A sampling port should be a welded pipe nipple with a screw cap or a pipe with a flange. A gate valve should be used for stacks handling hazardous gases or gases over 200°F under positive pressure. Stacks or ducts having a thin wall may be provided with ports consisting of appropriately sized surface holes with plugs. For determination of standard isokinetic sampling, the sample ports must be at least 4.0" I. D. (Inside Diameter) pipe nipple. Sampling to determine particulate matter less than 10 or 2.5 microns (PM_{10} or $PM_{2.5}$), sample ports be 6.0" I. D. pipe nipples.

Port Installation - Ports must be flush with the interior stack wall and extend outward from the exterior wall at least 2 inches and not more than 6 inches. Ports must be located at least 4 feet and not more than 5 feet above the work platform floor and meet clearance zone requirements described below. The ports must be located parallel and in a plane perpendicular to longitudinal axis of the stack.

Number of Ports for Circular Stacks - If the sum of the stack inside diameter plus the port length is 5.5' or less, two ports must be installed 90 degrees apart. If this sum is over 5.5', four ports must be installed 90 degrees apart:

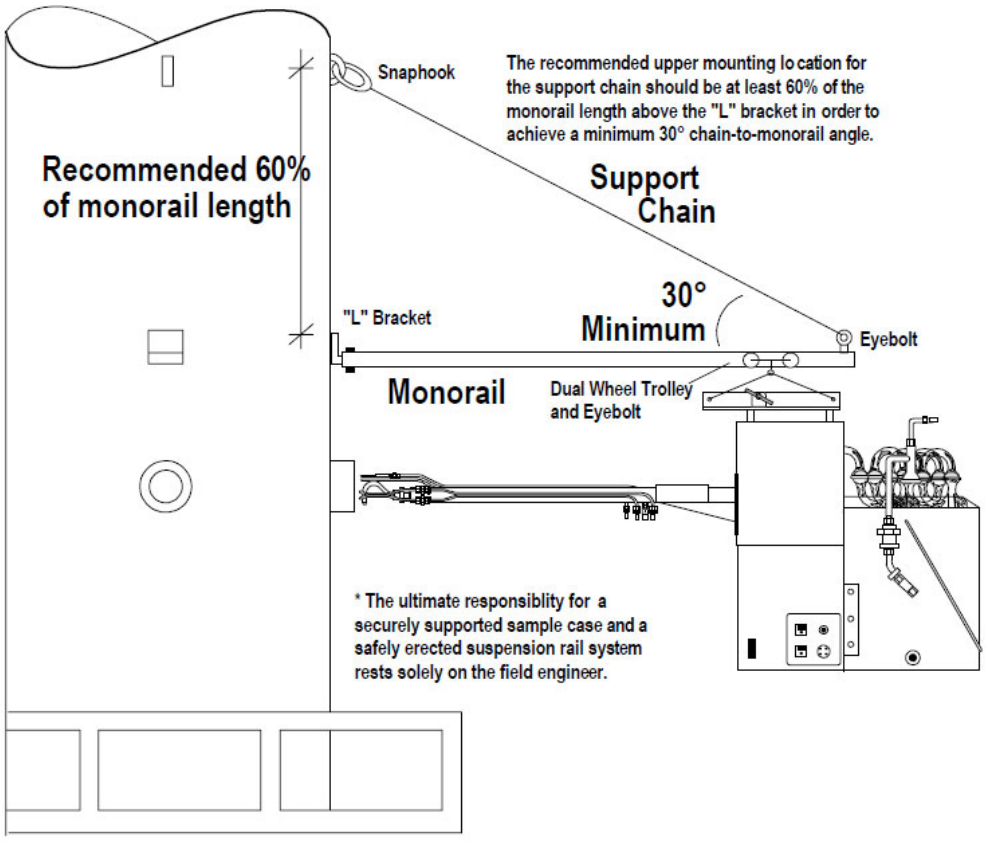


Number of Ports for Rectangular Stacks - An equivalent diameter will be calculated, and a cross-section layout (matrix layout) applied. The cross-section layout is specified in the Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 1 (EPA Method 1-Sample and Velocity Traverses for Stationary Sources). Locate the number of ports required by the cross-section layout on the widest of the two stack sides:



Test Platform - Safe and easy access to the work platform must be provided by stairway, ladder, or other suitable means. All construction must conform to the General Occupational Safety and Health Administration (OSHA) Work Platform Requirements. Platforms more than 70 feet high should require a swinging arm and pulley to assist the lifting of test apparatus.

Clearances - There must be a clearance zone, with no obstructions, around each port extending one foot above, two feet below, and two feet on each side of the port. The zone must extend outward from the end of the port at least one stack diameter plus three feet. Guardrails that enter the clearance zone must be equipped with removable sections or chains. Conducting isokinetic sampling may require site-specific clearances and support devices, i.e., strut channel/a support rail system/bracket, etc.:


Snaphook
The recommended upper mounting location for the support chain should be at least 60% of the monorail length above the "L" bracket in order to achieve a minimum 30° chain-to-monorail angle.
Recommended 60% of monorail length
Support Chain
30° Minimum
"L" Bracket
Eyebolt
Monorail
Dual Wheel Trolley and Eyebolt
* The ultimate responsiblity for a securely supported sample case and a safely erected suspension rail system rests solely on the field engineer.

ENERGIZING MOBILE LABORATORY GUIDANCE DOCUMENT

Three power supply options for Mostardi Platt mobile laboratory (in order of preference) are as follows:

480 VAC Single Phase (2 Hots and 1 Ground)

The current draw on each mobile laboratory will be different and is dependent on how much equipment is powered, but in most applications, the current draw will not exceed 30 amps. All Mostardi Platt mobile laboratory have 100' of 480 extension cables. Each cable is equipped with a welding plug (Appleton PN: ACP6034BC) that will mate with an Appleton receptacle PN: ADR6034. Mobile laboratory is also equipped with a whip that can be hard-wired into an electrical panel; these whips have 480V twist lock connectors (Leviton PN: 2643)

220VAC Single Phase

Mobile laboratory can be powered by 220 VAC and require a NEMA 14-50 receptacle. Client must supply the cords or give advanced notice.

120VAC 20 Amp Circuits

Mobile laboratory can be run from a minimum of 3 separate 120VAC 20 Amp circuits. This is less than ideal and should be avoided if at all possible. These outlets need to be fed by separate circuit breakers and cannot have any other equipment running on them.

Grace Consulting, Inc.
Emissions Testing Services
1-877-GCI-TEST
www.GCITEST.com

February 28, 2025
GCI Proposal No. 25-1105

Neil Daly
GenConn Middletown LLC
1866 River Road
Middletown, CT 06457
Office: 203.451.3683
cdaly@easterngen.com

Dear Neil:

Please see the following fee proposal for Grace Consulting, Inc. **(*GCI*)** to conduct emissions testing at your facility in Middletown, CT. We greatly appreciate the opportunity to perform this work.

Project Description:

GCI understands that the Facility requests annual 40 CFR 63 Subpart YYYY emissions testing concurrently with permit required five-year testing for NOx, CO and Ammonia on four combustion turbines.

It is understood that the facility anticipates testing during the first week of May. GCI cannot currently accommodate the facility schedule. Upon receipt of PO, GCI will schedule testing with first availability. A tentative test schedule can be found in Table 2.

Draft results for all criteria listed in Table 1 will be provided to the facility before demobilizing from the station at the competition of the testing program or mobilization.

Table 1: Facility Emissions Testing

Emissions Sources	Testing Requirement	Requested Methodology, Reported as
Units 12-15	40 CFR Part 63 Subpart YYYY Formaldehyde Stack Test for both Natural Gas and ULSD	Formaldehyde: RM 320, RM 3A ppmvd@ 15% O2
	Five-year NOx, CO, and Ammonia stack testing on both ULSD and Natural Gas to be conducted concurrently with Formaldehyde testing	NOx: RM 7e, 3A ppmvd @ 15% O_2 and lb/hr CO: RM10, 3A ppmvd @ 15% O_2 and lb/hr NH_3: RM320, 3A in lb/hr and ug/m^3 Method 19 for Heat Input

Note: Low-level FTIR equipment has been included in the quotation to provide a detection limit of 5ppb.

Table 2: Tentative Testing Schedule

Day	Location	Tests; Methods	Pollutant
0	U12 Stack	Mobilization Safety Orientation, Equipment Setup, Preliminary Checks	
1	U12 Stack -Firing NG	3, 60-min runs RM3A, 7E, 10, 320	O2, NOx, CO, Moisture, Ammonia, Formaldehyde
	-Firing ULSD	3, 60-min runs RM3A, 7E, 10, 320 Move to U13 Stack	O2, NOx, CO, Moisture, Ammonia, Formaldehyde
2	U13 Stack -Firing NG	3, 60-min runs RM3A, 7E, 10, 320	O2, NOx, CO, Moisture, Ammonia, Formaldehyde
	-Firing ULSD	3, 60-min runs RM3A, 7E, 10, 320 Move to U14 Stack	O2, NOx, CO, Moisture, Ammonia, Formaldehyde
3	U14 Stack -Firing NG	3, 60-min runs RM3A, 7E, 10, 320	O2, NOx, CO, Moisture, Ammonia, Formaldehyde
	-Firing ULSD	3, 60-min runs RM3A, 7E, 10, 320 Move to U15 Stack	O2, NOx, CO, Moisture, Ammonia, Formaldehyde
4	U15 Stack -Firing NG	3, 60-min runs RM3A, 7E, 10, 320	O2, NOx, CO, Moisture, Ammonia, Formaldehyde
	-Firing ULSD	3, 60-min runs RM3A, 7E, 10, 320 Demobilize	O2, NOx, CO, Moisture, Ammonia, Formaldehyde

Grace Consulting, Inc.
Emissions Testing Services
1-877-GCI-TEST
www.GCITEST.com

Client Services Requested:

Client would be responsible for providing safe access to the testing location. Client will provide any plant data to be incorporated into the test results. ***GCI*** would require that at least two (2) 60-cycle, 110-volt, 15-amp grounded electrical services be provided within fifty feet of the emissions test location. ***GCI*** typically needs 220V, 30-amp single phase power for the mobile laboratory brought onsite. If required, ***GCI*** can provide the connector and transformer to connect the mobile laboratory/CEMS to an existing 440V power connection or ***GCI*** can configure the mobile laboratory to run on 110V circuits.

Test Protocol and Report:

After notice of award is received, a pre-test protocols (ITT, Compliance Certification Forms) suitable for submission to EPA and CTDEEP will be prepared as specified by client request and sent to Client for review and final submission. After test completion, ***GCI*** will prepare at least three (3) printed copies along with an electronic copy of the complete, final test results, suitable for submittal to the regulatory agencies, supplied within thirty (30) days following completion of each test program's demobilization. Each test report will be reviewed and signed by a registered Professional Engineer. ERT files will also be prepared and submitted to Client for upload.

Fee Proposal: Testing as Described Above

Mobilization/Demobilization	[redacted]
Protocols, Testing, Reports	
Total Estimated Testing Fee	

**Please note that a convenience fee of 5% will be added if the testing fee is paid by Client using a credit card.*

Adders/Options

Weekend Mobilization/Demobilization, per mobilizatio	[redacted]
Weekend Testing, per day	

Cancellation/Postponement Fee Policy

Less than 10 Business Days' Notice Before Proposed Test Date	30% of Project Estimate
Less than 5 Business Days' Notice Before Proposed Test Date	50% of Project Estimate

The fee shown above includes protocol preparation, mobilization/demobilization, equipment, setup, testing, analysis, and reporting costs. However, this fee includes no allowance for delays due to others or extra work, and represents the entire project being performed within the timeframe(s) stated above. Standby time and additional work will be billed at a rate of $/manhour. If additional days are required, the standby charges would be billed at the hourly rate quoted above for eight (8) hours, plus $/day for equipment and vehicle us-age, and $ per diem per crew member (if hotel stay is required). Holiday and weekend work will result in a 20% premium (1.2 multiplier). Work completed between 6pm Friday and 6am Monday will be considered weekend work.

Grace Consulting, Inc.
Emissions Testing Services
1-877-GCI-TEST
www.GCITEST.com

If you require any changes or additional information, have any questions, or to provide ***GCI*** with a Purchase Order (P.O.) number, please do not hesitate to contact me at 440.213.2367 or melaniebethea@gcitest.com. Thanks again for this opportunity to provide testing services for you.

Sincerely,

Melanie Bethea
Technical Sales
Grace Consulting, Inc.

NELAP RECOGNIZED TNI ACCREDITATION BODY
STAC STACK TESTING ACCREDITATION COUNCIL
A2LA ACCREDITED TO ASTM D7036 ONLY CERT #3727.01

mostardi platt

February 13, 2025

Subject: Proposal No. 038545

Attn: Neil P. Daly
GenConn Middletown, LLC
1866 River Road
Middletown, CT 06457
E: cdaly@easterngen.com
P: 203-451-3683

Dear Neil P. Daly:

INTRODUCTION

In response to your request, Mostardi-Platt Associates, Inc. (Mostardi Platt) is pleased to submit this proposal to provide air emissions testing services to be performed for GenConn Middletown, LLC (client) at the facility(s) as listed below:

Facility Name (EPA Registry ID)	Facility Address
Middletown Generating Station (110000316266)	1866 River Road Middletown, CT 06457

All testing will be performed to meet the specifications of the reference test methods and monitoring requirements as found on the United States Environmental Protection Agency (USEPA) Air Emission Measurement Center (EMC) website, or the methodological equivalent as noted otherwise, from the following emission unit(s):

Emission Unit	Identification
4 – combustion turbines	Units 12, 13, 14, & 15

If applicable, all testing will be performed to meet the following regulatory requirements: the applicable part/subpart and/or appendix of Title 40, Code of Federal Regulations (40CFR); the federal, state, and/or local agency; and, the facility-specific operating and/or construction permit:

Regulatory Requirement	Designation
CDEEP Town-Permit (Unit 12)	Permit No. 104-0144
CDEEP Town-Permit (Unit 13)	Permit No. 104-0145
CDEEP Town-Permit (Unit 14)	Permit No. 104-0146
CDEEP Town-Permit (Unit 15)	Permit No. 104-0147
40CFR63	Subpart YYYY

SCOPE OF SERVICES

Mostardi Platt will perform the following scope of services:

- Perform a compliance emissions test to determine the concentrations of oxygen (O_2), nitrogen oxides (NO_X), carbon monoxide (CO), ammonia (NH_3), and formaldehyde (HCHO) from the exhaust of each test location. Three (3), approximately sixty (~60) minute test runs will be performed in accordance with Methods 1, 3A, 19, and 320.

SPECIAL CONSIDERATIONS

- All testing will be performed on each unit during two (2) operating conditions – while fired on pipeline natural gas (NG) and while fired on No. 6 oil, ULSD.

- HCHO testing will be performed using a MAX Starboost™ Fourier Transform Infrared Spectroscopy (FTIR) to meet a limit concentration for HCHO of ninety-one (91) parts per billion volume dry corrected to fifteen percent oxygen (ppbvd@15%O_2) per 40CFR63, Subpart YYYY - National Emission Standards for Hazardous Air Pollutants for Stationary Combustion Turbines.

- NO_X and CO test results will be reported in units of ppmvd @ 15% O_2 and lb/hr.

- NH_3 test results will be reported in units of lb/hr and ug/m^3.

- A stratification test will be performed (if required) prior to gaseous testing or during run 1, and the O_2 or CO_2 concentrations, and the appropriate F factor will be used to calculate pollutant emission rates from the pollutant concentrations in accordance with Method 19, as applicable.

Proposal No. 038545
February 13, 2025
Page 3

PROJECT SCHEDULE(S)[1]

Mostardi Platt will provide the above-mentioned scope of services according to the following project schedule(s):

Day	Activity	Labor	On-Site Hours
1	Mobilize to job site & set up test equipment.	[redacted]	
2	Perform testing on Unit 12 while firing NG and USLD. Perform testing on Unit 13 while firing NG.		
3	Perform testing on Unit 13 while firing USLD. Perform testing on Unit 14 while firing NG.		
4	Perform testing on Unit 14 while firing USLD. Perform testing on Unit 15 while firing NG and USLD. Break down test equipment & demobilize from job site.		

All project days are considered weekdays and are scheduled between the hours of 07:00 and 18:00 unless otherwise stated. All projects should be scheduled with Mostardi Platt at a minimum of thirty (30) days in advance to allow for proper allocation of manpower and equipment. Protocol development, submittal, and agency notification will also affect the test schedule date.

PROJECT PERSONNEL

Mostardi Platt will provide the following personnel to conduct the scope of services as indicated in above-captioned project schedule(s):

No. On-Site	Role
1	Senior FTIR Analyst
1	Test Engineer

DOCUMENTATION

Per request, Mostardi Platt can supply preliminary test results on-site; however, these results may be subject to change during final review as part of the standard quality assurance / quality control (QA/QC) process. If required, Mostardi Platt will forward the following documentation (unless as indicated and agreed upon otherwise) to client for submittal to agency:

- One (1) electronic copy of draft test protocol within thirty (30) days prior to test program
- One (1) electronic copy of final test protocol within five (5) days after receipt of comments
- One (1) electronic copy of draft test report within thirty (30) days after completion of test program or within five (5) days of receipt of sub-lab analyses
- One (1) electronic copy of final test report within five (5) days after receipt of comments

If needed, copies of the above-captioned documentation will be provided to client in paper format, compact disc, etc. for an additional fee.

[1] "Labor" refers to on-site manpower, and "Hours" refers to expected duration of on-site manpower.

Documentation may not be varied or modified except with consent by the authorized representatives of all the parties to this agreement.

PROJECT FEE(S)[2]

Mostardi Platt will charge client the following fee(s) based on the above-captioned scope of services and corresponding project schedule(s):

Description	Cost[3]
Price to perform testing per scope and schedule	[redacted]

- Mostardi Platt will provide test results in Electronic Reporting Tool (ERT) format to be uploaded into the Compliance and Emissions Data Reporting Interface (CEDRI).

- Mostardi Platt can provide consulting and/or project development services including site visit/inspection for an additional fee.

PAYMENT TERMS

Invoices will be billed net thirty (30), unless as otherwise agreed upon, and payments not received within thirty (30) days from the date billed are subject to a late payment charge of 1.5% per month until payment is received.

PROJECT DELAYS, EXTENSIONS, AND CHANGE

Project delays caused by circumstances not within the control of Mostardi Platt and project extensions resulting from additional work requests will be charged according to the enclosed fee schedule. A change order due to delays, extensions, or changes will be required prior to the submittal of the final report.

PROJECT CANCELLATIONS OR POSTPONEMENTS

Projects that are scheduled and then canceled or postponed will be charged according to the following schedule:

- Six to ten (6-10) business days prior to project start date — 5% of total project cost plus any expenses or other subcontracted costs incurred
- Three to five (3-5) business days prior to project start date — 10% of total project cost plus any expenses or other subcontracted costs incurred
- Within two (<2) business days prior to project start date — 25% of total project cost plus any expenses or other subcontracted costs incurred
- After mobilization of project personnel — 25% of total project cost plus actual time and expenses incurred

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[2] Project fees include costs associated with documentation, labor, equipment, analysis, and reimbursables (i.e., mileage, vehicles, per diem, hotel, etc.), etc. Project fees do not include any tariffs, taxes, rates, duties, etc. associated with performing scope of work as scheduled. Project fees do not include any time or costs incurred for 3rd party safety training requirements (beyond sixty minutes allocated for site-specific safety training), background checks, prequalification, and associated documentation and requirements.

[3] Shipment of samples for outside analysis will be billed at cost +10%.

PARTICIPATION BY CLIENT

In order to execute project, client must provide Mostardi Platt with the following assistance and/or items as applicable:

Please note: It is the responsibility of client to convey these responsibilities to facility sufficiently in advance of scheduled test week.

- Safe access to all test location(s), including but not limited to: any scaffolding (installed and inspected daily by qualified personnel); mechanical-lift (with a certified, facility-supplied operator); and/or, elevator with an alternate egress (both of which have been safety-inspected to meet manufacturer specifications by qualified personnel prior to arrival of test crew), as applicable
- Sufficient lighting at all test locations
- A minimum of two (2), 110V/20A, circuits at each test location
- A description and flow diagram of process and test locations
- 4”-6” diameter test ports, cleaned and loosened by plant personnel prior to arrival of test crew, as applicable
- Unless otherwise agreed upon, strut channel, trolleys, and eyehooks (safety-inspected to meet manufacturer specifications)
- All applicable process-related data within five (5) days after completion of test program
- Collection of fuel samples, if needed (analyses cost not included unless listed)
- Restroom facilities for use by test crew
- Parking space for mobile laboratory within agreed upon distance of sample locations with access to power required as appended
- Clean laboratory space to be used for sample recovery, if needed

SAFETY REQUIREMENTS

Per 40CFR60.8(e) (1-4), in order to perform the above-captioned scope of services, client must provide Mostardi Platt with safe access to test location(s) and safe working conditions at facility to include, as applicable, at a minimum:

1. Sampling ports adequate for test methods applicable to such facility
2. Safe sampling platform(s)
3. Safe access to sampling platform(s)
4. Utilities for sampling and testing equipment

All known potential hazards and exposures, as well as site-specific safety requirements, must be communicated by client to Mostardi Platt thirty (30) days prior to mobilization of the test crew. Project delays due to unsafe working conditions or unresolved safety concerns will be charged to client according to the attached fee schedule.

AGENCY NOTIFICATION

Mostardi Platt will not contact any regulatory agency regarding the work to be performed unless requested to do so in writing by client. Such a request should specify the regulatory agency(s) to be notified and the information to be conveyed.

ACCEPTANCE

This proposal is for the one-time completion of work described in the scope of services and project schedule. The project fees quoted in this proposal do not apply to additional tests or retests unless otherwise stated herein.

Thank you for the opportunity to bid this project. If you have any questions or concerns regarding this proposal, please contact me at 630.993.2100.

Respectfully submitted,

MOSTARDI PLATT

Eric L. Ehlers
EVP, AET Operations

Appendix

ADDENDUM

Date	Description
01-01-2025	N/A

FEE SCHEDULE

MOSTARDI PLATT
Fee Schedule for Delays, Extensions and Work Outside of Listed Scope

Professional Services

Senior FTIR Analyst [redacted]
FTIR Analyst
Senior Project Manager
Project Manager
Field Chemist
Visible Emission Reader
Test Engineer
Test Technician
Consulting, Site Inspection, etc.
Documentation

[redacted]

Reimbursable Expenses

Lodging [redacted]
Per Diem (domestic)
Per Diem (international)

Transportation Charges
Airfare
Ground Transportation or Parking
Company Vehicle
Rental Vehicle
Freight

Equipment Rental

Method 1-4 [redacted]
Method 2F or 2G
Method 3A, 6C, 7E, 10, or 25A
Method 5, 17, or 201A
Method 8A or CTM-013
Method 12, 29, 30B, or 308
Method 16A or 16C
Method 13, 26, 26A, or CTM-027
Method 202
Method OTM-045
Specialized Methods
Calibration Standards
Multi-point Array Pitot
Mobile Laboratory
Mercury Analyzer on-site
Ion Chromatography (IC) on-site
Gas Chromatography (GC) on-site
FTIR on-site

Equipment Preparation

Method 1-4 .....
Method 2F or 2G .....
Method 3A, 6C, 7E, 10, or 25A .....
Method 5, 17, or 201A .....
Method 8A or CTM-013 .....
Method 12, 29, 30B, or 308 .....
Method 16A or 16C .....
Method 13, 26, 26A, or CTM-027 .....
Method 202 .....
Method OTM-045 .....
Specialized Methods .....
Multi-point Array Pitot .....
Mercury Analyzer on-site .....
Ion Chromatography (IC) on-site .....
Gas Chromatography (GC) on-site .....
FTIR .....

[redacted]

Terms ..... Net 30 days

TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

1.0 PERFORMANCE OF WORK

1.1 Standard of Care. We will conduct all services relating to this Agreement in accordance with generally accepted practice in a manner consistent with that level of care ordinarily exercised by members of the industry currently performing services specified in this Agreement in the same locality and under similar conditions of time and accessibility of improvements and information. No other representations, expressed or implied, and no warranty or guarantee is included or intended to be part of this Agreement.

1.2 Accuracy of Measurements. We will reference our field observations and samplings to available plant data. We will not verify the accuracy of these data unless we accept that duty in writing.

1.3 Failure to Follow Recommendations. If you do not follow our recommendations, you agree not to hold us liable for undesirable circumstances that may occur as a result of not following our recommendations.

1.4 Force Majeure. Delays caused by incidents beyond our control—such as fires, floods, strikes, riots, explosions, adverse weather conditions, casualties, unavailability of labor or materials or services, process shutdown, acts of God, court orders, or acts, orders or regulations of any governmental agency—will prompt renegotiation of proposed costs and time schedules of this Agreement.

1.5 Non-hiring of Employees. For a period of one year after the completion of this Agreement, unless prior written approval has been obtained from us, you agree not to employ (either directly as an employee or indirectly as a consultant or contractor) any person who is, or has been within the previous six months, an employee of ours. Because it is difficult to establish the cost of actual damages to us that would arise out of hiring our employee, you agree to pay us liquidation damages (not a legal penalty) in the amount equal to one-half of the annual compensation paid to the employee by you. You and we agree that this provision shall not be deemed or used in any way to restrain or limit the employee's pursuit of his or her trade or profession. You and we further agree that the payment you make to us for hiring our employee will be interpreted as similar to payment made by any employer to an employment agency.

2.0 AGREEMENT TERMS

2.1 Notice. Any notice or communication required to be sent to either of the parties by the other will be deemed to have been sufficiently given when delivered in person to the other party or upon receipt of postage-prepaid, certified United States mail, or the equivalent, to your or our business address shown on the first page of our proposal in this Agreement.

2.2 Confidentiality. We will treat information gathered by us in connection with this agreement as confidential. We will not disclose confidential information to any unaffiliated third party. Unless you prohibit us from doing so, we may use your name in our promotional materials. When we use your name, we agree not to reference the exact services we performed or identify the facilities involved.

2.3 Payment of Fees. You are responsible for paying any filing or application fees, penalties, or fines to any federal, state, or local governments relating to the services we propose to provide in this Agreement.

2.4 Assignment. You may not assign this Agreement without our prior written consent. Consequently, we may not assign this Agreement without your prior written consent.

2.5 Binding Effect. Both you and I understand and agree that this Agreement is binding on both parties, respective successors, and any assigned parties.

2.6 Severability. The provisions of this Agreement are severable. If one (or more) of the provisions in this Agreement proves invalid or unenforceable, it (or they) will not affect the validity and enforceability of the other provisions in this Agreement.

2.7 Governing Law. The provisions of this Agreement will be governed by the laws of the State of Illinois.

2.8 Survival. All obligations that occur before this Agreement are concluded and all the conditions of this Agreement that designate responsibility or liability between you and us will continue after services are completed and this Agreement is concluded.

2.9 Other Compensation. You agree to compensate us for our reasonable expenses incurred if we are required to respond to legal processes related to our services for you that arise out of a lawsuit or a proceeding to which we are not a party.

2.10 Limitation of Liability. We exclude all expressed or implied warranties regarding the services or reports proposed including all warranties of merchantability and fitness for a particular purpose. In no event will we be liable for special, incidental, or consequential damages arising out of the services proposed in this Agreement or any subsequent services we provide.

2.11 Limitation of Use. We will prepare a confidential report for you. No third party may use the information contained in this report without written permission from both you and us. Our duties and obligations extend to you and no other party. Our duties and obligations to you are not transferable to any person, corporation, or organization without the expressed written consent from both you and us. Our reports and the information contained in them cannot be relied upon unless our invoice for those services is paid.

2.12 Payment Terms. Payment is due within thirty (30) days of date of invoice. Payments not received within 30 days from the date billed are subject to a late charge of 1.5% per month until payment is received. All costs of collection, court costs, and attorney fees incurred by Mostardi Platt in collecting past due fees shall be borne by you.

2.13 Warranty. We will transfer to you the manufacturer’s warranties of any equipment we transfer to you as part of this agreement.

TEST LOCATION GUIDANCE DOCUMENT

Introduction - Selection of a proper sampling site is vital to assure representative measurement of pollutant emissions and accurate volumetric flow rate from a stationary source is obtained. Safety and accessibility are essential considerations of site selection. Clearance for sampling equipment, access to electrical power, exposure of personnel to weather, process heat, and presence of hazardous gases must also be considered in construction of sampling facilities.

Sample Ports - The ideal sample location would have flow characteristics such that the gas flows in a linear pattern parallel to the axis of the stack or duct, have a uniform velocity profile, and not flow in a cyclonic or swirling pattern. The following port location directions are provided to guide you in selecting a stack sampling location close to ideal.

Port Location - Ports should be located at least eight stack or duct diameters downstream and two diameters upstream from any flow disturbance such as a bend, expansion, or contraction in the stack, or a visible flame. Calculate the equivalent diameter as follows:

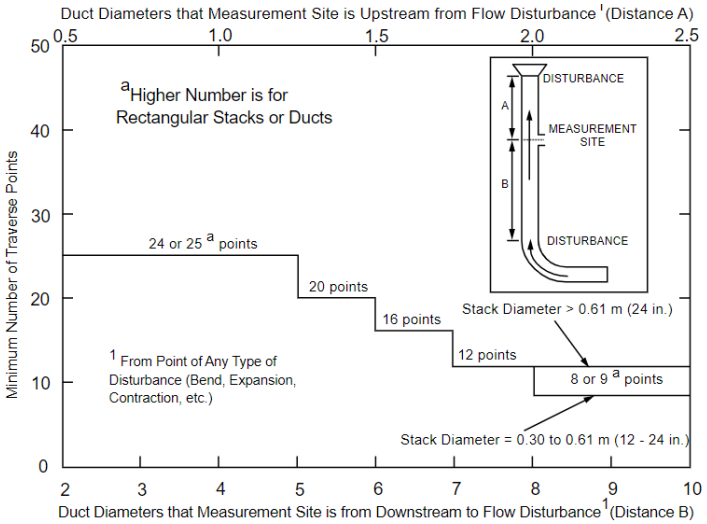


Figure 1-1. Minimum number of traverse points for particulate traverses

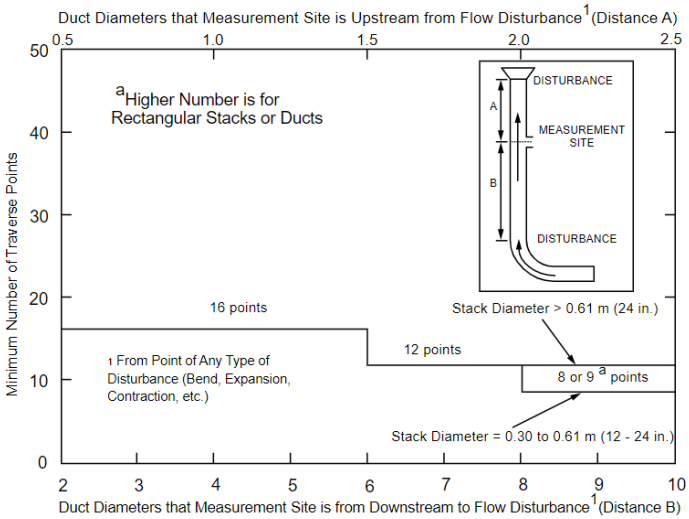
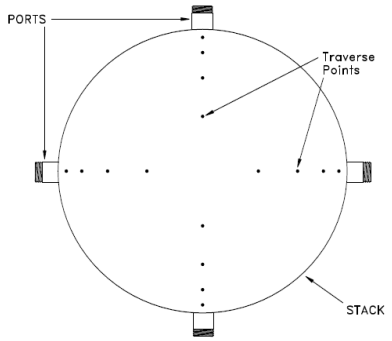


Figure 1-2. Minimum number of traverse points for velocity (nonparticulate) traverses

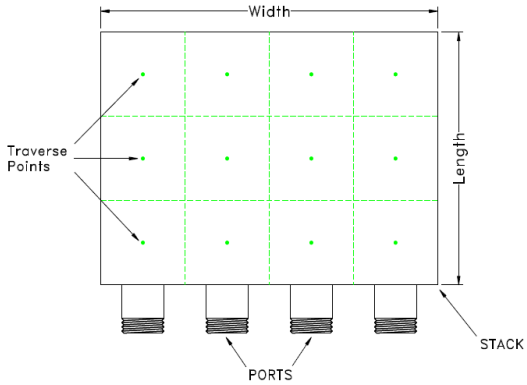
Port Type - A sampling port should be a welded pipe nipple with a screw cap or a pipe with a flange. A gate valve should be used for stacks handling hazardous gases or gases over 200°F under positive pressure. Stacks or ducts having a thin wall may be provided with ports consisting of appropriately sized surface holes with plugs. For determination of standard isokinetic sampling, the sample ports must be at least 4.0" I. D. (Inside Diameter) pipe nipple. Sampling to determine particulate matter less than 10 or 2.5 microns (PM_{10} or $PM_{2.5}$), sample ports be 6.0" I. D. pipe nipples.

Port Installation - Ports must be flush with the interior stack wall and extend outward from the exterior wall at least 2 inches and not more than 6 inches. Ports must be located at least 4 feet and not more than 5 feet above the work platform floor and meet clearance zone requirements described below. The ports must be located parallel and in a plane perpendicular to longitudinal axis of the stack.

Number of Ports for Circular Stacks - If the sum of the stack inside diameter plus the port length is 5.5' or less, two ports must be installed 90 degrees apart. If this sum is over 5.5', four ports must be installed 90 degrees apart:

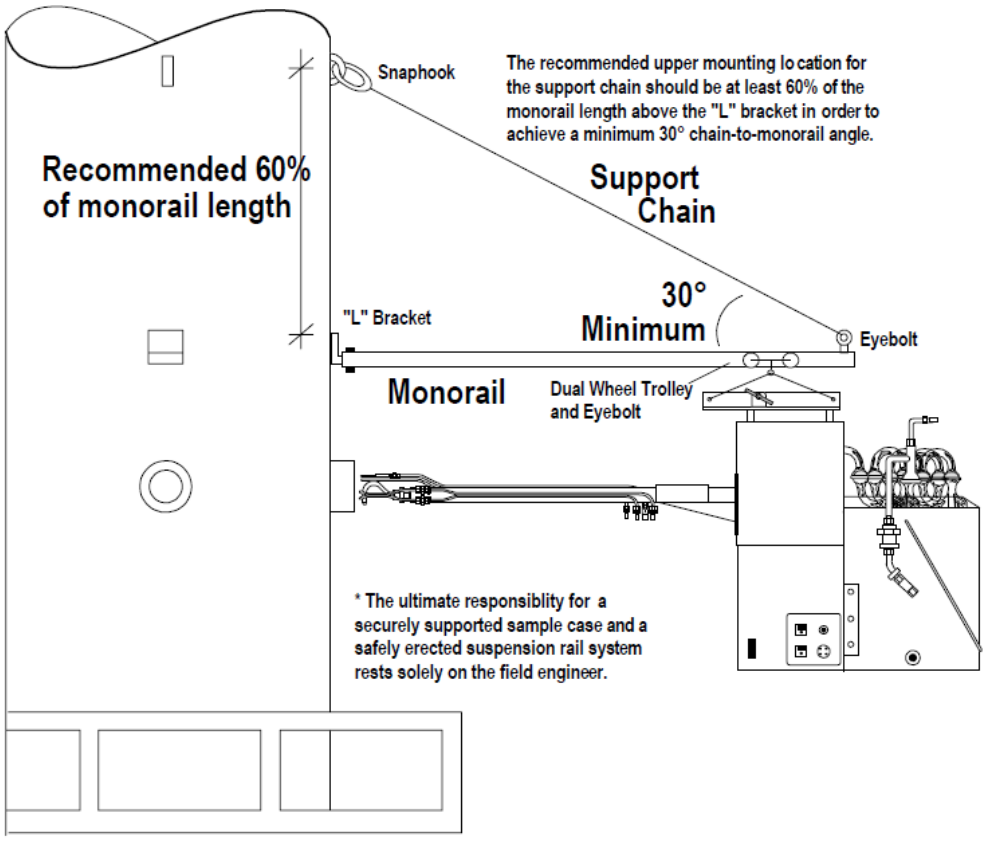


Number of Ports for Rectangular Stacks - An equivalent diameter will be calculated, and a cross-section layout (matrix layout) applied. The cross-section layout is specified in the Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 1 (EPA Method 1-Sample and Velocity Traverses for Stationary Sources). Locate the number of ports required by the cross-section layout on the widest of the two stack sides:



Test Platform - Safe and easy access to the work platform must be provided by stairway, ladder, or other suitable means. All construction must conform to the General Occupational Safety and Health Administration (OSHA) Work Platform Requirements. Platforms more than 70 feet high should require a swinging arm and pulley to assist the lifting of test apparatus.

Clearances - There must be a clearance zone, with no obstructions, around each port extending one foot above, two feet below, and two feet on each side of the port. The zone must extend outward from the end of the port at least one stack diameter plus three feet. Guardrails that enter the clearance zone must be equipped with removable sections or chains. Conducting isokinetic sampling may require site-specific clearances and support devices, i.e., strut channel/a support rail system/bracket, etc.:


Snaphook
The recommended upper mounting lo cation for the support chain should be at least 60% of the monorail length above the "L" bracket in order to achieve a minimum 30° chain-to-monorail angle.
Recommended 60% of monorail length
Support Chain
30° Minimum
"L" Bracket
Eyebolt
Monorail
Dual Wheel Trolley and Eyebolt
* The ultimate responsiblity for a securely supported sample case and a safely erected suspension rail system rests solely on the field engineer.

ENERGIZING MOBILE LABORATORY GUIDANCE DOCUMENT

Three power supply options for Mostardi Platt mobile laboratory (in order of preference) are as follows:

480 VAC Single Phase (2 Hots and 1 Ground)

The current draw on each mobile laboratory will be different and is dependent on how much equipment is powered, but in most applications, the current draw will not exceed 30 amps. All Mostardi Platt mobile laboratory have 100' of 480 extension cables. Each cable is equipped with a welding plug (Appleton PN: ACP6034BC) that will mate with an Appleton receptacle PN: ADR6034. Mobile laboratory is also equipped with a whip that can be hard-wired into an electrical panel; these whips have 480V twist lock connectors (Leviton PN: 2643)

220VAC Single Phase

Mobile laboratory can be powered by 220 VAC and require a NEMA 14-50 receptacle. Client must supply the cords or give advanced notice.

120VAC 20 Amp Circuits

Mobile laboratory can be run from a minimum of 3 separate 120VAC 20 Amp circuits. This is less than ideal and should be avoided if at all possible. These outlets need to be fed by separate circuit breakers and cannot have any other equipment running on them.

21 Griffin Road North
Windsor, CT 06095
T 860-298-9692
TRCcompanies.com

ACCREDITED TO ASTM D7036 ONLY CERT #3711.01

Mr. Neil Daly
Procurement Manager
GenConn Devon LLC
734 Naugatuck Avenue
Milford, Connecticut, 06461

Proposal Number 657774.9990
Proposal Date: February 25, 2025

RE: NSR and subpart 75 compliance

Dear Mr. Daly,

TRC Environmental Corporation (TRC) is pleased to submit this proposal to provide air measurement services to GenConn Devon LLC (Devon) at the Devon Station facility in Milford, Connecticut. We understand that the services you have requested are required to first letter lowercase. This letter defines our proposed scope of services, schedule, staffing, and price for the test program Devon identified in email communication.

As you evaluate proposals for this important test program, please consider the following factors that differentiate TRC and are essential to an emission testing program that will serve your business objectives:

- TRC knows your industry and understands the expectations of the regulatory community. We have performed a range of test programs for the power generation industry and we have solid relationships with regulators in Connecticut.
- TRC uses a true project management model. Daniel Pellegrini will serve as the Project Manager for this project. Daniel has more than 13 years of emission testing experience and has managed numerous emission testing programs for a variety of industrial clients. Daniel will serve as your primary point of contact, keeping you apprised of project progress each step of the way.
- Our test teams are experienced and equipped with state-of-the-art and properly maintained instrumentation. As a result, we can help manage the risk of incurring unnecessary costs associated with maintaining operating conditions that may not meet your production needs but are required for the test program.
- The safe execution of all aspects of our job is the priority at TRC. TRC has achieved an Experience Modification Rate (EMR) of 0.93 and a Total Recordable Incident Rate (TRIR) of 0.14 for 2023. We follow our safety program requirements and we will follow yours.
- Our commitment to safety extends beyond your plant gate. We operate our fleet of vehicles and mobile laboratories in full compliance with Department of Transportation (DOT) requirements. This means that only safe, roadworthy, properly loaded, and properly placarded vehicles will be operated on your property.

- TRC is the first Air Emissions Testing Body (AETB) in the world to receive third-party accreditation to ASTM D7036 under the joint A2LA and Stack Testing Accreditation Council (STAC) evaluation process. Independent, third-party accreditation means that our management systems have been evaluated and have been found to conform to ASTM D7036 - a quality management standard that is directly applicable to source testing and a requirement for all Part 75 test programs. As a result, the data quality objectives necessary to produce reliable measurement results will be achieved.
- Your test plans and reports will be delivered on time. We have included a list of deliverables with the schedule of when the test plans and reports will be delivered to you.
- TRC is fully engaged in the emission testing arena. We support the Source Evaluation Society conference with session chairs and speakers and are active in the organization's safety and data quality programs. We're actively involved in the Air and Waste Management Association (AWMA) and we are corporate dues-paying members of the American Fuel and Petroleum Marketing Association (AFPM) and the National Council of the Pulp and Paper Industry for Air and Stream Improvement (NCASI). Our active participation in these organizations affords us a comprehensive perspective on regulations, methods, and policy that is beyond the reach of our competitors and that we will apply to your test program.

Proposed Scope of Services

TRC will perform the tests summarized in the following table(s):

Table 1: Test Program Requirements, Units 15-18

Parameter	Method	# of Runs	Duration (min)	Comment
O2	EPA M3A	3	60	Per source, per fuel at high load
NOx	EPA M7E	3	60	Per source, per fuel at high load
CO	EPA M10	3	60	Per source, per fuel at high load
Ammonia	EPA M320	3	60	Per source, per fuel at high load
NOx	EPA M7E	3	25	Part 75 APP E runs, 3-per load X 3 loads

Project Schedule

TRC will execute the referenced scope of services according to the following schedule:

Table 2: Proposed Test Program Schedule

Day	Activity	# of Staff	On-site Hours
1	Setup	2	10
2	Calibrate, U15 3-1hr tests on ULSD, 3 25min App E tests X 3 loads	2	12
3	Calibrate, U15 3-1hr tests on Natgas, 3 25min App E tests X 3 loads	2	12
4	Calibrate, U17 3-1hr tests on ULSD, 3 25min App E tests X 3 loads	2	12
5	Calibrate, U17 3-1hr tests on Natgas, 3 25min App E tests X 3 loads	2	12
6	Move to 16, 18 block	2	8
7	Calibrate, U16 3-1hr tests on ULSD, 3 25min App E tests X 3 loads	2	12
8	Calibrate, U16 3-1hr tests on Natgas, 3 25min App E tests X 3 loads	2	12
9	Calibrate, U18 3-1hr tests on ULSD, 3 25min App E tests X 3 loads	2	12
10	Calibrate, U18 3-1hr tests on Natgas, 3 25min App E tests X 3 loads	2	12
11	Breakdown	2	6

All project days are considered consecutive weekdays and are scheduled to begin at 8:00 AM local time unless otherwise stated. In order to mitigate safety and quality risk, TRC policy limits work to 14 hours per shift, with 10 consecutive hours off-duty between shifts. Different arrangements are possible, pending upper management approval. We recommend scheduling projects a minimum of 6 weeks in advance to allow for the optimum allocation of resources.

Deliverables

TRC will provide Devon with the following deliverables:

- A draft of the source test protocol will be submitted no more than 15 calendar days after receipt of formal project award.
- A draft of the report will be submitted no more than 30 calendar days after the completion of testing and receipt of all facility operational data.
- The final report will be submitted to Devon no more than 15 calendar days after the receipt of all Devon comments. Devon is responsible for submitting the report to the required regulatory agency(s).

Price for Services

TRC will charge Devon a lump sum fee [redacted] complete the Proposed Scope of Services in accordance with the Proposed Test Pro[redacted]ule. This fee is based on the tasks presented in the following table:

Table 3: Summary of Task Pricing			
Item	**Description**	**Price**	**Comments**
1	NOx, CO and Ammonia Testing	[redacted]	
	Total Test Progra		

If out-of-scope work is required, we will submit a written lump sum change order request. Out-of-scope work includes but is not limited to additional testing, standby time due to process delays or inclement weather. The change order request will be based on the following rates:

- Labor: $ per hour per person
- Per Diem: $ per day per person
- Equipment Utilization: $ per day

Project Cancellations or Postponements

We plan to begin work on this project immediately upon notification of award. If this project is cancelled or the agreed-upon schedule changed, we reserve the right to invoice Devon as follows:

- More than five working/business days prior to scheduled mobilization:
  15% of the previously referenced lump sum fee
  Actual accrued labor and non-reimbursable expenses.
- Two to five working/business days prior to scheduled mobilization:
  20% of the previously referenced lump sum fee.
- Within two working/business days of scheduled mobilization:
  25% of the previously referenced lump sum fee.
- After mobilization of project personnel:
  25% of the previously referenced lump sum fee plus any direct expenses.

Invoicing, Payment Terms and Remittance Options

TRC will submit Invoices in accordance with the following schedule:

TRC will submit invoices monthly as project costs are incurred.

Payments not received within thirty (30) days from the date billed are subject to a late payment charge of 1.5% per month until full payment is received. A purchase order or change order for charges due to delays, extensions or changes is required prior to the submittal of the final report.

Overnight

TRC Lockbox
Attn: 536282
307 23rd Street Extension, Suite 950
Pittsburgh, PA 15215
Tel: 877-550-5933
Note: The lockbox number is a required field in the address label

US Postal Service
TRC Lockbox
P. O. Box 536282
Pittsburgh, PA 15253-5904

Wire Transfer

[redacted]

Basis for Proposed Price

Unless specified elsewhere in this proposal, personal protective equipment (PPE) worn by TRC will consist of: gloves, safety glasses, hearing protection, hard hats and steel-toed leather shoes/boots. If additional PPE is required but not specified herein, a change order may be required.

Our price is based on Devon supplying TRC with the following items in order for this project to be executed as it has been proposed.

1. Copies of any test protocols, permits or agency communications that were not prepared by TRC but are relevant to the proposed scope of work.
2. Parking space for the TRC mobile laboratories within 200 feet of sampling location(s) with access to multiple 120 V/20A and one 208 V/50 A, 60 cycle circuits.
3. A minimum of two 120 V, 20 A, 60 cycle electrical circuits at the sampling location(s).
4. Safe access to test locations. All known potential hazards, potential exposures and facility safety and requirements must be communicated to TRC in advance of test team

mobilization. Delays due to unsafe working conditions or unresolved safety/entry concerns will result in additional charges which will require a change order.

5. Any scaffolding or aerial man-lift required to safely access the test location(s). Scaffolding must be erected by a qualified person and meet OSHA standards in 29 CFR 1926.451.
6. An eye bolt must be welded to the stack above the port to attach the cable that will support the monorail system for the isokinetic sampling trains.
7. Certification that elevators have been safety-checked and are in good operating condition.
8. Certification that facility-owned hoists used to transport TRC equipment have been safety-checked and are in good operating condition.
9. An operator for facility-owned hoists used to transport TRC equipment, or training for TRC staff if they must operate the facility-owned equipment.
10. Sufficient lighting at the test locations.
11. Shelter at test locations, if weather conditions warrant.
12. Four-inch (minimum) test ports installed per EPA Method 1 specifications, with covers loosened and sample ports cleaned prior to the arrival of the test team. Delays due to port covers that are difficult to remove, or sample ports that require extensive cleaning will result in additional charges which will require a change order.
13. Stable process operation at the required unit load(s) or production rate(s).
14. Radio or telephone communication between the test team and the control room.
15. Plant or pollution control equipment operating data in the format required by the applicable regulatory agency for inclusion in the report. In order to ensure on time delivery of the final report, all relevant data should be provided to the test team leader prior to the teams' departure from site.
16. Washroom facilities for use by TRC employees.

Agency Notification

There may be a requirement to contact regulatory agencies regarding this scope of work. TRC will not initiate contact with any regulatory agency regarding this scope of work unless directed to do so in writing by Devon. Such requests must specify the regulatory agency(s) to be notified and the information to be conveyed.

Terms and Conditions

This proposal contains information that is confidential to TRC. Accordingly, the information herein may not be disclosed outside Devon without prior written approval from TRC. Should a contract be awarded to TRC as a result of, or in connection with the submission of this proposal, Devon shall have the right to duplicate, use or disclose the information to the extent provided in the resulting contract.

TRC proposes to perform the work described in this proposal under the attached terms. If this proposal is acceptable, you may engage TRC by issuing a purchase order referencing proposal number

657774.9990. If a purchase order cannot be provided immediately, we will begin preparations upon receipt of the attached "Authorization to Proceed" form. If a purchase order is required in order for our invoice to be processed, that purchase order must be received in order for our team to mobilize.

The pricing in this proposal is valid for 120 days. Furthermore, this proposal is for the one-time completion of work described in the scope of services and project schedule.

We appreciate the opportunity to submit this proposal and look forward to working with the Devon team on this important project. Please do not hesitate to contact me at 860-298-9692 or dpellegrini@trccompanies.com if you have questions or require additional information.

Respectfully submitted,
TRC ENVIRONMENTAL CORPORATION



Daniel Pellegrini
Project Manager

Attachments:

- Attachment 1 – Work Authorization
- Attachment 2 – TRC Terms and Conditions

Attachment 1
Work Authorization

Acceptance of TRC Proposal No. 657774.9990
Attention: Daniel Pellegrini

Acceptance

Authorization for TRC to commence work included in the above-referenced Proposal constitutes acceptance of this Agreement. TRC will begin project preparations upon receipt of the completed form below. If a purchase order is required for our invoice to be processed, that purchase order must be received in order for our team to mobilize. Acceptance is limited to the terms stated herein, and any additional or different terms are rejected unless expressly agreed to in writing by TRC.

Approved and accepted as of the date shown below

GenConn Devon LLC

By:

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Attachment 2
TRC PROPOSAL TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the proposal to which these Terms and Conditions are attached (the "**Proposal**"). The term "**TRC**" herein shall mean the entity submitting the proposal. The term "**Client**" herein shall mean the person or entity for whom the Work will be performed.

ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

1.1 Work, Deliverables, Materials. TRC will perform the consulting, engineering, and/or other professional services (the "**Work**"), provide the work product, such as drawings, plans, specifications, reports, or other information ("**Deliverables**"), and/or procure the materials and/or equipment ("**Materials**"), as set forth in detail in the Proposal.

1.2 Agreement Documents. These Terms and Conditions, together with the Proposal, form the Agreement pursual to which TRC will perform. If Client issues a purchase order or similar document authorizing the Work ("Client Authorization"), any pre-printed terms included in any Client Authorization shall be of no effect and are expressly excluded from this Agreement.

1.3 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, these Terms and Conditions shall take precedence, followed by the Proposal, unless expressly stated otherwise herein or in the Proposal. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, the terms of such Change Order or amendment will take precedence over those of the Agreement. No other terms or conditions shall be applicable to the Work.

1.4 Defined Terms. Some capitalized terms used in the Agreement may be defined in the Proposal. Any term defined in the Proposal will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in the Proposal.

ARTICLE 2. COMPENSATION AND INVOICING

2.1 Compensation. Client shall pay the Contract Price set forth in the Proposal.

2.2 Invoicing. TRC will bill for its Work, and Client shall compensate TRC, as provided in the Proposal. TRC will submit monthly invoices for Work rendered and expenses incurred in the prior month.

(a) Time and Expense. Any Work performed on a time and expense or time and materials basis will be invoiced as follows:

(i) Rates shall be as set forth in the Proposal. Rates are subject to increase on an annual basis.

(ii) TRC will keep accurate and daily records of all labor, equipment, and materials furnished. TRC will summarize daily records on a weekly and/or monthly basis and will submit for review upon Client's written request.

(iii) Reimbursable Expenses:

- Project Expenses. Expenses reasonably incurred in connection with the Work will be invoiced at 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses, and field expendables).
- Insurance. A charge of 2% will be applied to all invoiced amounts for the cost of TRC's insurance coverage.
- Subcontractors. A fee of 10% will be added to the invoice cost of subcontracts managed by TRC
- Client Requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 10%.
- Mileage. Personal automobile travel from portal to portal or between locations will be charged at current IRS mileage rates per mile.
- Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost plus 10%, with receipts provided for any expense over $25.00.
- Lodging and Meals. Lodging and meals will be charged either:
  - at cost plus 10%, with receipts provided for any expense over $25.00, or
  - on a per diem basis, using the GSA per diem rates found here: https://www.gsa.gov/travel/plan-book/per- diem-rates. When lodging and meals are charged on a per diem basis, a flat per diem rate will be charged and receipts will not be provided for actual lodging and meal expenses.

(iv) Unless otherwise stated, the Contract Price does not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.

(b) Lump Sum or Unit Prices. If Work is performed on a lump sum or unit price basis, TRC will invoice on the schedule provided for in the Proposal or, if no invoicing schedule is included in the Proposal, based on percentage of completion of Work or number of units completed, as applicable.

(c) Disputed Invoices. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice, and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.

2.3 Payment Terms. Except as provided in Section 2.2(c) above, Client must pay all invoices as set forth in the remittance instructions in Section 16.12 below no later than thirty (30) days after the date of the invoice.

2.4 Failure to Pay. Except as provided in Section 2.2(c) above, interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice.
Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.

2.5 Records/Audit. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts



invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, efficiency in performing Work, or any trade secrets.

ARTICLE 3. TIME FOR PERFORMANCE

3.1 Time for Performance. TRC will use commercially reasonable efforts to perform the Work within the Contract Time stated in the Proposal to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.

3.2 Completion. TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

4.1 Work Added or Changed by Client. Client shall provide TRC with an equitable adjustment in compensation and time for performance for any Work added or changed by Client. Any changes or additions to the Work shall be set forth in a written document signed by both Parties("**Change Order**"). TRC has no obligation to proceed with changed or additional work until the Parties execute a Change Order.

4.2 Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term "**Force Majeure Event**" means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place; or pandemic, epidemic, or governmental activity in response to such pandemic or epidemic that impacts a Party's ability to perform. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email;
(ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.

4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time, to the extent the Work is impacted by any additional or changed Work as a result of any actions or circumstances not the fault of TRC, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information (defined below); failure to provide necessary comments in connection with the development of any Deliverables (defined below); interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.

4.4 TRC Change Order Requests. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC's position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days' of TRC's submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.

4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures to recover the schedule at TRC's expense, to the extent the delays are caused by TRC's fault.

ARTICLE 5. CLIENT'S RESPONSIBILITIES

5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("**Information**"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.

5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.

5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location of such underground structures or utilities, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.

5.4 Communication. Client will designate an authorized representative who will be responsible for communications and consultation with TRC and who will have the authority to make decisions necessary for TRC to perform its Work.

ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("**Standard of Care**"). Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment will not excuse Client from paying for Work rendered.

6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").



6.3 Remedies. If TRC's Work fails to meet the Standard of Care ("**Nonconforming Work**"), or if any Materials fail to meet the Warranty ("**Defective Materials**"), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work ("**Correction Period**"), at TRC's option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. Client will provide TRC access to the Project Site so TRC can perform its obligations under this Section 6.3.

6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC'S LIABILITY UNDER SECTION 9.2, CLIENT'S EXCLUSIVE REMEDIES AND TRC'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK AND/OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.

6.5 Licenses. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.

6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.

6.7 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.

6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, nothwithstanding anything to the contrary herein, consistent with the Standard of Care, TRC will visit the Project Site at intervals appropriate to the state of the contractor's operations, or as specifically provided in TRC's Work, (1) to become generally familiar with and to keep Client informed about the progress and quality of the portion of the construction work completed, (2) to endeavor to guard Client against defects and deficiencies in the construction work, and (3) to determine in general if the construction work is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable contract documents, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction. TRC shall not have control of, nor be in charge of, nor shall be responsible for, the means, methods, techniques, sequences, procedures, construction, or safety precautions and programs in connection with any construction work, as these are solely the construction contractor's rights and responsibilities. Furthermore, TRC shall not be responsible for the failure of Client, or any party under contract with Client, including, but not limited to, any architect, engineer, consultant, contractor, or subcontractor, to carry out their respective responsibilities in accordance with their legal and contractual obligations.

6.9 Communication. TRC will designate an authorized representative who will be responsible for communications and consultation with Client and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

ARTICLE 7. CONFIDENTIALITY

7.1 Confidentiality Agreement. The Party receiving Confidential Information may include that Party's Representatives ("**Recipient**"). The term "**Representatives**" means a Party's affiliates and their respective employees, agents, and advisors. Recipient is not permitted to reveal Confidential Information (defined in Section 7.2 below) to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information ("**Discloser**"). Notwithstanding the foregoing, Client acknowledges that TRC's review of Client's Confidential Information will inevitably enhance TRC's knowledge and understanding of Client's business in a way that cannot be separated from TRC's other knowledge, and Client agrees that this Agreement shall not restrict TRC in connection with the purchase, sale, or consideration of, or decisions related to, other investments.

7.2 Confidential Information. The term "**Confidential Information**" includes: (i) all non-public information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's or its Representatives' business affairs, employees, finances, services, intellectual property, trade secrets, and other sensitive, marketing, or proprietary information, whether disclosed orally or in written, electronic, or other form or media. Notwithstanding the foregoing, however, Confidential Information shall not include the following: (i) information which at the time of disclosure is or becomes publicly available other than as a result of a disclosure by an act or omission of Recipient; (ii) information which is or becomes available to Recipient on a nonconfidential basis from a source (other than from Discloser) which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Discloser; (iii) information which was already known to Recipient; or (iv) information which is independently developed by Recipient.

7.3 Legal Obligation to Disclose. If Recipient is required by applicable law, regulation, or legal process to disclose any of the Confidential Information, Recipient will notify Discloser promptly so Discloser may (i) seek a protective order or other appropriate remedy, (ii) take action to assure confidential handling of such information, and/or (iii) in its sole discretion, waive compliance with the terms of this Agreement. In the event such protective order or other remedy is not obtained, or Discloser waives compliance with the terms hereof, Recipient (i) may so disclose only that portion of the Confidential Information which it is legally required to disclose and shall, upon request, reasonably assist Discloser with Discloser's efforts to obtain reliable assurance that confidential treatment will be afforded such Confidential Information, and (ii) shall not be liable for such disclosure. Notwithstanding the foregoing, Client acknowledges that one or more of TRC's affiliates is a registered investment adviser and that TRC may be subject to routine examinations, investigations, regulatory sweeps, or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Client agrees that TRC may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at Client, TRC will notify Client (to the extent not prohibited by such authority or examiner or by applicable rule, regulation, or law) as promptly as practicable following such request.

7.4 Remedy. Each Party agrees the actual or threatened disclosure or use of any Confidential Information, other than as permitted under this Agreement, will cause irreparable harm to Discloser, and Discloser will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.

7.5 Communications with Third Parties. To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

ARTICLE 8. INSURANCE

8.1 Required Insurance Coverage. TRC will obtain and maintain insurance of the types and amounts set forth herein. The insurance will be in effect before

Work commences, and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:

(a) Worker's Compensation Insurance and Employer's Liability Insurance as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of $1,000,000 each accident;

(c) Automobile Liability Insurance in the amount of $1,000,000 combined single limit per accident;

(d) Commercial General Liability Insurance in the amount of $1,000,000 each occurrence, $2,000,000 general aggregate, and $2,000,000 products-completed operations aggregate; and,

(e) Professional Liability Insurance in the amount of $1,000,000 each claim and $2,000,000 annual aggregate.

8.2 Certificates of Insurance. Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days' prior written notice to Client.

ARTICLE 9. INDEMNITY

9.1 Definitions.

(a) "**TRC Group**" means TRC and its subcontractors of all tiers, and each of their parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.

(b) "**Client Group**" means Client and its parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.

(c) "**Losses**" means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and expenses and costs of litigation.

(d) "**Claims**" means all third party claims, lawsuits, demands, or actions.

9.2 **TRC'S INDEMNITY OBLIGATIONS.**

(a) **TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.**

(b) **WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.**

9.3 **CLIENT'S INDEMNITY OBLIGATIONS. CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.**

9.4 **RISK OF LOSS TO THE WORK. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.**

9.5 **CONDITIONS PRECEDENT. EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT. AS AN ADDITIONAL CONDITION PRECEDENT, FOR ANY CLAIM OTHER THAN A CLAIM ARISING OUT OF TRC'S ALLEGED PROFESSIONAL NEGLIGENCE, THE INDEMNIFIED PARTY MUST ALLOW THE INDEMNIFYING PARTY TO REPRESENT THE INTERESTS OF EVERY INDEMNITEE IN DEFENDING AND SETTLING SUCH CLAIM. IN THE EVENT ANY INDEMNITEE FAILS OR REFUSES TO TENDER THE DEFENSE OF ANY SUCH CLAIM TO THE INDEMNIFYING PARTY, SUCH PARTY'S DEFENSE, HOLD HARMLESS, AND INDEMNITY OBLIGATIONS RELATED TO THAT CLAIM WILL BE NULL AND VOID.**

9.6 **APPORTIONMENT OF ATTORNEYS' FEES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AFTER RESOLUTION OF A CLAIM UNDER ARTICLES 9 OR 10, OR ANY OTHER PROVISION HEREIN PROVIDING FOR ONE PARTY TO PROVIDE A DEFENSE, IF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY INDEMNITEE IS DETERMINED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR BY FINAL ADJUDICATION, TO HAVE BEEN A CONTRIBUTING CAUSE OF THE LOSSES RELATED TO SUCH CLAIM, THEN THE INDEMNIFIED PARTY MUST REIMBURSE THE DEFENDING PARTY FOR THE COSTS, ATTORNEYS' FEES, OTHER LEGAL EXPENSES, AND EXPERT FEES EXPENDED FOR DEFENSE IN THE SAME PROPORTION AS THE INDEMNITEES' PROPORTION OF NEGLIGENCE OR OTHER LEGAL FAULT.**

ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

10.1 Pre-existing Conditions. Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("**Hazardous Substances**") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, "**Non-TRC Hazardous Substances**"), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.

10.2 Hazardous Substances Encountered During the Work; Disposition of Samples. Client recognizes that, when it is known, assumed, or suspected that Hazardous Substances exist on or beneath the surface of the site of the Work, or within any structure thereon, certain sampling materials such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when TRC encounters Hazardous Substances during performance of the Work, such as when sampling is included in the scope of Work, and when determined by TRC in its sole and exclusive judgment to be necessary based on TRC's assessment of the degree of contamination, hazard, and risk, TRC will: promptly inform Client that containerization and labeling will be performed; appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC's report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be

charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.

10.3 **TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION. TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.**

10.4 **CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO, ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.**

ARTICLE 11. ALLOCATION OF RISK

11.1 Client's Separate Contractors. The Parties expressly acknowledge and agree that unless otherwise expressly provided for in the Proposal, during the performance of the Work TRC shall not (a) supervise, direct or control Client's other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.

11.2 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other, and under no circumstances shall either Party be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Work), loss of financing, loss of business, and loss of reputation.

11.3 Limitation of Liability. To the fullest extent permitted by law, the total liability in the aggregate of TRC and its employees, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed the compensation received by TRC under this Agreement. All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC IN RELATION TO THIS AGREEMENT.

ARTICLE 12. DELIVERABLES

12.1 Ownership of Deliverables. All Deliverables are instruments of service in respect of the Project, and, if delivered to Client during the term of this Agreement, will become the property of Client upon payment therefor. Notwithstanding the foregoing, Client's ownership of the Deliverables will not include any ownership interest in TRC's preexisting information including, but not limited to, computer programs, software, patents, patents pending, standard details, templates, figures or specifications, or TRC's seal, stamp, or certification. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties). Additionally, except for the Deliverables, all field data and notes, laboratory test data, calculations, estimates, and other documents prepared by TRC will remain the property of TRC.

12.2 Use of Deliverables. Any Deliverable will be prepared solely for use of Client for this Project. The Deliverables are not intended or represented to be suitable to be reused by Client, or used or relied upon by others outside of Client or on extensions of the Project or on any other project. In the event Client, its employees, permitted assigns, successors, consultants, or contractors subsequently reproduces or otherwise uses the Deliverables or creates a derivative work based upon the Deliverables, unless prohibited by law, Client must remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Deliverables of the identity of TRC, its employees, and sub-consultants. TRC will be entitled to equitable compensation in connection with documenting any consent for Client or third parties to rely on the Deliverables for any purpose other than the purpose for which TRC prepared them.

12.3 Unauthorized Use of Deliverables. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by, Client to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

ARTICLE 13. SAFETY

13.1 Client's Safety Requirements. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.

13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or at the Project Site. If TRC determines that its field personnel

are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with Article 14.

13.3 Reporting of Incidents. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

ARTICLE 14. TERMINATION AND SUSPENSION

14.1 Termination for Default. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially commence to cure within ten (10) calendar days from receipt of the default notice, the non-breaching Party may provide a written notice of termination of the Agreement to the breaching Party.

14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part, by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.

14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which TRC is entitled, TRC will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

ARTICLE 15. DISPUTE RESOLUTION

15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the Project or the Agreement or the breach thereof ("**Dispute**") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within fifteen (15) days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.

15.2 Governing Law, Jurisdiction, Venue. Unless otherwise required by law, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut without regard to choice of law or conflicts of law principles. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be in Hartford, Connecticut.

15.3 Prevailing Party. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "**Litigation Expenses**"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses (even if it is the prevailing Party) and will be obligated to pay the Litigation Expenses of the offering Party.

ARTICLE 16. MISCELLANEOUS

16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees, and TRC hereby waives any rights or claims related thereto.

16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.

16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.

16.4 Waiver. No waiver of any provision of this Agreement, or consent to any departure therefrom, shall be effective unless in writing and signed by the waiving Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

16.5 Assignment. Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to

the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its corporate affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.

16.6 Captions. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.

16.7 Integration. This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.

16.8 Amendments. This Agreement may be modified only by a Change Order or an amendment executed in writing by a duly authorized representative for each Party.

16.9 No Third Party Beneficiaries. Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this Agreement shall extend and inure to the benefit of all members of TRC.

16.10 Signatures. The Proposal, any amendment to these Terms and Conditions, and any Change Order may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A copy of the Proposal and any subsequent modifications signed electronically and/or delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of a manually signed original. Each person executing the Proposal warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs the Proposal.

16.11 Notices. Any notice permitted to be given by email shall be sent to the below representative. Any other notice required to be given pursuant to this Agreement must be in writing and sent by overnight delivery via USPS or a nationally recognized courier and delivered to the address set forth in the first paragraph above to the attention of the representative below:

If to TRC, send to the attention of: the person signing the Proposal If to
Client, send to the attention of: the recipient of the Proposal

Any notice so given will be deemed effective upon receipt. Either Party may change its representative or address effective ten (10) days after written notice thereof to the other Party.

16.12 Remittance Information. TRC remittance information for making payments is as follows:

U.S. Postal Service:
TRC Lockbox PO Box 536282
Pittsburgh PA 15253-5904

Overnight Packages:
TRC Lockbox Attn: 536282
307 23rd Street Extension, Suite 950
Pittsburgh, PA 15215
877-550-5933

Wire Instructions (PREFERRED METHOD OF PAYMENT)

Beneficiary Account Name:	TRC Companies, Inc. – Concentration
Beneficiary Account Number:	
Bank Codes:	
ABA Number:	[redacted]
Routing Number:	
Bank Name:	
Remittance Detail Email:	ARremitdetail@trccompanies.com
TRC Contact:	Dawn Dostie
Contact Phone Number:	207-660-7222

21 Griffin Road North
Windsor, CT 06095
T 860-298-9692
TRCcompanies.com

ACCREDITED TO ASTM D7036 ONLY CERT #3711.01

Mr. Neil Daly
Procurement Manager
GenConn Middletown LLC.
1866 River Road
Middletown, Connecticut, 06457

Proposal Number 657775.9990
Proposal Date: February 25, 2025

RE: GenConn Middletwon 2025 NSR and 40 CFR 63 Subpart YYYY compliance

Dear Mr. Daly,

TRC Environmental Corporation (TRC) is pleased to submit this proposal to provide air measurement services to GenConn Middletown LLC. (Middletown) at the Middletown Station facility in Middletown, Connecticut. We understand that the services you have requested are required to permit and title compliance. This letter defines our proposed scope of services, schedule, staffing, and price for the test program Middletown identified in email communication.

As you evaluate proposals for this important test program, please consider the following factors that differentiate TRC and are essential to an emission testing program that will serve your business objectives:

- TRC knows your industry and understands the expectations of the regulatory community. We have performed a range of test programs for the power industry and we have solid relationships with regulators in Connecticut.
- TRC uses a true project management model. Daniel Pellegrini will serve as the Project Manager for this project. Daniel has more than 13 years of emission testing experience and has managed numerous emission testing programs for a variety of industrial clients. Daniel will serve as your primary point of contact, keeping you apprised of project progress each step of the way.
- Our test teams are experienced and equipped with state-of-the-art and properly maintained instrumentation. As a result, we can help manage the risk of incurring unnecessary costs associated with maintaining operating conditions that may not meet your production needs but are required for the test program.
- TRC has a long-standing history of performing complex FTIR testing beyond routine measurement. We have established an operating plan to meet the needs of our clients and deliver quality data collection and reporting requirements of the rule.
- TRC contributed to a study executed by the Electric Power Research Institution (EPRI) through which available FTIR instrumentation was evaluated for measurement capability with the 91 ppb_{vd} @ 15% O_2 limit. We will conduct your test program using a Spectrum Environmental Solutions Extractive (FTIR) monitoring system, WaverunIR-EXT with a gas sampling and conditioning system that has been optimized by TRC.

- TRC presented on 2022 YYYY NESHAP initial performance testing/FTIR Method 320 testing experience, data findings, quality assurance, lessons learned, and best practices at the May EPRI Technical Conference in Louisville, KY.
- TRC knows the power generation industry and the implications and challenges associated with the NESHAP. We understand the difficulty of accurately measuring CH_2O at the required concentrations, and we know the importance of providing our clients with defensible data.
- The safe execution of all aspects of our job is the priority at TRC. TRC has achieved an Experience Modification Rate (EMR) of 0.93 and a Total Recordable Incident Rate (TRIR) of 0.14 for 2023. We follow our safety program requirements and we will follow yours.
- Our commitment to safety extends beyond your plant gate. We operate our fleet of vehicles and mobile laboratories in full compliance with Department of Transportation (DOT) requirements. This means that only safe, roadworthy, properly loaded, and properly placarded vehicles will be operated on your property.
- TRC is the first Air Emissions Testing Body (AETB) in the world to receive third-party accreditation to ASTM D7036 under the joint A2LA and Stack Testing Accreditation Council (STAC) evaluation process. Independent, third-party accreditation means that our management systems have been evaluated and have been found to conform to ASTM D7036 - a quality management standard that is directly applicable to source testing and a requirement for all Part 75 test programs. As a result, the data quality objectives necessary to produce reliable measurement results will be achieved.
- Your test plans and reports will be delivered on time. We have included a list of deliverables with the schedule of when the test plans and reports will be delivered to you.
- TRC is fully engaged in the emission testing arena. We support the Source Evaluation Society conference with session chairs and speakers and are active in the organization's safety and data quality programs. We're actively involved in the Air and Waste Management Association (AWMA) and we are corporate dues-paying members of the American Fuel and Petroleum Marketing Association (AFPM) and the National Council of the Pulp and Paper Industry for Air and Stream Improvement (NCASI). Our active participation in these organizations affords us a comprehensive perspective on regulations, methods, and policy that is beyond the reach of our competitors and that we will apply to your test program.

Proposed Scope of Services

TRC will perform the tests summarized in the following table(s):

Table 1: Test Program Requirements, GE LM6000 Units 12, 13, 14, and 15				
Parameter	**Method**	**# of Runs**	**Duration (min)**	**Comment**
CH_2O	USEPA 320	3	60	Per unit per fuel
O_2	USEPA 3A	3	60	Per unit per fuel
Exhaust moisture	USEPA 320	3	60	Per unit per fuel
NOx	USEPA 7E	3	60	Per unit per fuel
CO	USEPA 10	3	60	Per unit per fuel
Ammonia	USEPA 320	3	60	Per unit per fuel

Formaldehyde and Ammonia sampling by EPA RM 320 will include all the method-specified quality control procedures. TRC will also implement the additional quality procedures in the test protocol published by EPRI to ensure accurate and precise field measurements and to minimize bias. The detection limit for the CH_2O is anticipated to be approximately 15 ppb_{vw} or lower.

This scope of work does not include a Method 301 validation study and is not required by regulation.

Project Schedule

TRC will execute the referenced scope of services according to the following schedule:

Table 2: Proposed Test Program Schedule			
Day	**Activity**	**# of Staff**	**On-site Hours**
1	Safety; Set up, FTIR Spiking	2	12
2	Test GE LM6000 Unit 12 (Gas and Oil)	2	12
3	Test GE LM6000 Unit 13 (Gas and Oil)	2	13
4	Test GE LM6000 Unit 14 (Gas and Oil)	2	12
5	Test GE LM6000 Unit 15 (Gas and Oil)	2	13
6	Equipment Pack Up	2	6

Table 3: Proposed Test Program Schedule - Weekend			
Day	**Activity**	**# of Staff**	**On-site Hours**
1	Safety; Set up, FTIR Spiking – Friday	2	12
2	Test GE LM6000 Unit 12 (Gas and Oil) – Saturday	2	13
3	Test GE LM6000 Unit 13 (Gas and Oil) – Sunday	2	13
4	Breakdown, setup block 2 – Friday	2	8
5	Test GE LM6000 Unit 14 (Gas and Oil) – Saturday	2	13
6	Test GE LM6000 Unit 15 (Gas and Oil) – Sunday	2	13
7	Equipment Pack Up – Monday	2	6

All project days are considered consecutive weekdays and are scheduled to begin at 8:00 AM local time unless otherwise stated. In order to mitigate safety and quality risk, TRC policy limits work to 14 hours per shift, with 10 consecutive hours off-duty between shifts. Different arrangements are possible, pending upper management approval. We recommend scheduling projects a minimum of 6 weeks in advance to allow for the optimum allocation of resources.

Deliverables

TRC will provide Middletown with the following deliverables:

- A draft of the source test protocol will be submitted no more than 15 calendar days after receipt of formal project award.
- A draft of the report will be submitted no more than 25 calendar days after the completion of testing and receipt of all facility operational data.
- The final report will be submitted to Middletown no more than 15 calendar days after the receipt of all Middletown comments. Middletown is responsible for submitting the report to the required regulatory agency(s).
- ERT files will be provided no more than 15 calendar days after the final report is submitted.

Price for Services

TRC will charge Middletown a lump sum fee of [redacted] to complete the Proposed Scope of Services in accordance with the Proposed Test Program Sc This fee is based on the tasks presented in the following table:

Table 4: Summary of Task Pricing			
Item	**Description**	**Price**	**Comments**
1	Preparation and submittal of test plan	[redacted]	
2	Onsite, NOx, CO and FTIR Testing		
3	Submittal of Test Report		
	Total Test Progra		
Optional Pricing			
4	Weekend option – two setup days, two weekends		

If out-of-scope work is required, we will submit a written lump sum change order request. Out-of-scope work includes but is not limited to additional testing, standby time due to process delays or inclement weather. The change order request will be based on the following rates:

- Labor: $ per hour per person
- Per Diem: $ per day per person
- Equipment Utilization: $ per day

Project Cancellations or Postponements

We plan to begin work on this project immediately upon notification of award. If this project is cancelled or the agreed-upon schedule changed, we reserve the right to invoice Middletown as follows:

- More than five working/business days prior to scheduled mobilization:
  15% of the previously referenced lump sum fee
  Actual accrued labor and non-reimbursable expenses.
- Two to five working/business days prior to scheduled mobilization:
  20% of the previously referenced lump sum fee.
- Within two working/business days of scheduled mobilization:
  25% of the previously referenced lump sum fee.
- After mobilization of project personnel:
  25% of the previously referenced lump sum fee plus any direct expenses.

Invoicing, Payment Terms and Remittance Options

TRC will submit Invoices in accordance with the following schedule:

TRC will submit invoices monthly as project costs are incurred.

Payments not received within thirty (30) days from the date billed are subject to a late payment charge of 1.5% per month until full payment is received. A purchase order or change order for charges due to delays, extensions or changes is required prior to the submittal of the final report.

Overnight

TRC Lockbox
Attn: 536282
307 23rd Street Extension, Suite 950
Pittsburgh, PA 15215
Tel: 877-550-5933
Note: The lockbox number is a required field in the address label

US Postal Service
TRC Lockbox
P. O. Box 536282
Pittsburgh, PA 15253-5904

Wire Transfer

[redacted]

Basis for Proposed Price

Unless specified elsewhere in this proposal, personal protective equipment (PPE) worn by TRC will consist of: gloves, safety glasses, hearing protection, hard hats and steel-toed leather shoes/boots. If additional PPE is required but not specified herein, a change order may be required.

Our price is based on Middletown supplying TRC with the following items in order for this project to be executed as it has been proposed.

1. Copies of any test protocols, permits or agency communications that were not prepared by TRC but are relevant to the proposed scope of work.
2. Parking space for the TRC mobile laboratories within 200 feet of sampling location(s) with access to multiple 120 V/20A and one 208 V/50 A, 60 cycle circuits.
3. A minimum of two 120 V, 20 A, 60 cycle electrical circuits at the sampling location(s).

4. Safe access to test locations. All known potential hazards, potential exposures and facility safety and requirements must be communicated to TRC in advance of test team mobilization. Delays due to unsafe working conditions or unresolved safety/entry concerns will result in additional charges which will require a change order.
5. Any scaffolding or aerial man-lift required to safely access the test location(s). Scaffolding must be erected by a qualified person and meet OSHA standards in 29 CFR 1926.451.
6. An eye bolt must be welded to the stack above the port to attach the cable that will support the monorail system for the isokinetic sampling trains.
7. Certification that elevators have been safety-checked and are in good operating condition.
8. Certification that facility-owned hoists used to transport TRC equipment have been safety-checked and are in good operating condition.
9. An operator for facility-owned hoists used to transport TRC equipment, or training for TRC staff if they must operate the facility-owned equipment.
10. Sufficient lighting at the test locations.
11. Shelter at test locations, if weather conditions warrant.
12. Four-inch (minimum) test ports installed per EPA Method 1 specifications, with covers loosened and sample ports cleaned prior to the arrival of the test team. Delays due to port covers that are difficult to remove, or sample ports that require extensive cleaning will result in additional charges which will require a change order.
13. Stable process operation at the required unit load(s) or production rate(s).
14. Radio or telephone communication between the test team and the control room.
15. Plant or pollution control equipment operating data in the format required by the applicable regulatory agency for inclusion in the report. In order to ensure on time delivery of the final report, all relevant data should be provided to the test team leader prior to the teams' departure from site.
16. Washroom facilities for use by TRC employees.

Agency Notification

There may be a requirement to contact regulatory agencies regarding this scope of work. TRC will not initiate contact with any regulatory agency regarding this scope of work unless directed to do so in writing by Middletown. Such requests must specify the regulatory agency(s) to be notified and the information to be conveyed.

Terms and Conditions

This proposal contains information that is confidential to TRC. Accordingly, the information herein may not be disclosed outside Middletown without prior written approval from TRC. Should a contract be awarded to TRC as a result of, or in connection with the submission of this proposal, Middletown shall have the right to duplicate, use or disclose the information to the extent provided in the resulting contract.

TRC proposes to perform the work described in this proposal under the attached terms. If this proposal is acceptable, you may engage TRC by issuing a purchase order referencing proposal number 657775.9990. If a purchase order cannot be provided immediately, we will begin preparations upon receipt of the attached "Authorization to Proceed" form. If a purchase order is required in order for our invoice to be processed, that purchase order must be received in order for our team to mobilize.

The pricing in this proposal is valid for 120 days. Furthermore, this proposal is for the one-time completion of work described in the scope of services and project schedule.

We appreciate the opportunity to submit this proposal and look forward to working with the Middletown team on this important project. Please do not hesitate to contact me at 860-298-9692 or dpellegrini@trccompanies.com if you have questions or require additional information.

Respectfully submitted,
TRC ENVIRONMENTAL CORPORATION



Daniel Pellegrini
Project Manager

Attachments:

- Attachment 1 – Work Authorization
- Attachment 2 – TRC Terms and Conditions

Attachment 1
Work Authorization

Acceptance of TRC Proposal No. 657775.9990
Attention: Daniel Pellegrini

Acceptance

Authorization for TRC to commence work included in the above-referenced Proposal constitutes acceptance of this Agreement. TRC will begin project preparations upon receipt of the completed form below. If a purchase order is required for our invoice to be processed, that purchase order must be received in order for our team to mobilize. Acceptance is limited to the terms stated herein, and any additional or different terms are rejected unless expressly agreed to in writing by TRC.

Approved and accepted as of the date shown below

GenConn Middletown LLC.

By:

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Attachment 2
TRC PROPOSAL TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the proposal to which these Terms and Conditions are attached (the "**Proposal**"). The term "**TRC**" herein shall mean the entity submitting the proposal. The term "**Client**" herein shall mean the person or entity for whom the Work will be performed.

ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

1.1 Work, Deliverables, Materials. TRC will perform the consulting, engineering, and/or other professional services (the "**Work**"), provide the work product, such as drawings, plans, specifications, reports, or other information ("**Deliverables**"), and/or procure the materials and/or equipment ("**Materials**"), as set forth in detail in the Proposal.

1.2 Agreement Documents. These Terms and Conditions, together with the Proposal, form the Agreement pursual to which TRC will perform. If Client issues a purchase order or similar document authorizing the Work ("Client Authorization"), any pre-printed terms included in any Client Authorization shall be of no effect and are expressly excluded from this Agreement.

1.3 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, these Terms and Conditions shall take precedence, followed by the Proposal, unless expressly stated otherwise herein or in the Proposal. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, the terms of such Change Order or amendment will take precedence over those of the Agreement. No other terms or conditions shall be applicable to the Work.

1.4 Defined Terms. Some capitalized terms used in the Agreement may be defined in the Proposal. Any term defined in the Proposal will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in the Proposal.

ARTICLE 2. COMPENSATION AND INVOICING

2.1 Compensation. Client shall pay the Contract Price set forth in the Proposal.

2.2 Invoicing. TRC will bill for its Work, and Client shall compensate TRC, as provided in the Proposal. TRC will submit monthly invoices for Work rendered and expenses incurred in the prior month.

(a) Time and Expense. Any Work performed on a time and expense or time and materials basis will be invoiced as follows:

(i) Rates shall be as set forth in the Proposal. Rates are subject to increase on an annual basis.

(ii) TRC will keep accurate and daily records of all labor, equipment, and materials furnished. TRC will summarize daily records on a weekly and/or monthly basis and will submit for review upon Client's written request.

(iii) Reimbursable Expenses:

- Project Expenses. Expenses reasonably incurred in connection with the Work will be invoiced at 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses, and field expendables).
- Insurance. A charge of 2% will be applied to all invoiced amounts for the cost of TRC's insurance coverage.
- Subcontractors. A fee of 10% will be added to the invoice cost of subcontracts managed by TRC
- Client Requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 10%.
- Mileage. Personal automobile travel from portal to portal or between locations will be charged at current IRS mileage rates per mile.
- Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost plus 10%, with receipts provided for any expense over $25.00.
- Lodging and Meals. Lodging and meals will be charged either:
  - at cost plus 10%, with receipts provided for any expense over $25.00, or
  - on a per diem basis, using the GSA per diem rates found here: https://www.gsa.gov/travel/plan-book/per- diem-rates. When lodging and meals are charged on a per diem basis, a flat per diem rate will be charged and receipts will not be provided for actual lodging and meal expenses.

(iv) Unless otherwise stated, the Contract Price does not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.

(b) Lump Sum or Unit Prices. If Work is performed on a lump sum or unit price basis, TRC will invoice on the schedule provided for in the Proposal or, if no invoicing schedule is included in the Proposal, based on percentage of completion of Work or number of units completed, as applicable.

(c) Disputed Invoices. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice, and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.

2.3 Payment Terms. Except as provided in Section 2.2(c) above, Client must pay all invoices as set forth in the remittance instructions in Section 16.12 below no later than thirty (30) days after the date of the invoice.

2.4 Failure to Pay. Except as provided in Section 2.2(c) above, interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice.
Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.

2.5 Records/Audit. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts



invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, efficiency in performing Work, or any trade secrets.

ARTICLE 3. TIME FOR PERFORMANCE

3.1 Time for Performance. TRC will use commercially reasonable efforts to perform the Work within the Contract Time stated in the Proposal to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.

3.2 Completion. TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

4.1 Work Added or Changed by Client. Client shall provide TRC with an equitable adjustment in compensation and time for performance for any Work added or changed by Client. Any changes or additions to the Work shall be set forth in a written document signed by both Parties("**Change Order**"). TRC has no obligation to proceed with changed or additional work until the Parties execute a Change Order.

4.2 Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term "**Force Majeure Event**" means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place; or pandemic, epidemic, or governmental activity in response to such pandemic or epidemic that impacts a Party's ability to perform. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email;
(ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.

4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time, to the extent the Work is impacted by any additional or changed Work as a result of any actions or circumstances not the fault of TRC, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information (defined below); failure to provide necessary comments in connection with the development of any Deliverables (defined below); interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.

4.4 TRC Change Order Requests. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC's position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days' of TRC's submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.

4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures to recover the schedule at TRC's expense, to the extent the delays are caused by TRC's fault.

ARTICLE 5. CLIENT'S RESPONSIBILITIES

5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("**Information**"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.

5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.

5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location of such underground structures or utilities, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.

5.4 Communication. Client will designate an authorized representative who will be responsible for communications and consultation with TRC and who will have the authority to make decisions necessary for TRC to perform its Work.

ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("**Standard of Care**"). Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment will not excuse Client from paying for Work rendered.

6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").

6.3 Remedies. If TRC's Work fails to meet the Standard of Care ("**Nonconforming Work**"), or if any Materials fail to meet the Warranty ("**Defective Materials**"), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work ("**Correction Period**"), at TRC's option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. Client will provide TRC access to the Project Site so TRC can perform its obligations under this Section 6.3.

6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC'S LIABILITY UNDER SECTION 9.2, CLIENT'S EXCLUSIVE REMEDIES AND TRC'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK AND/OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.

6.5 Licenses. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.

6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.

6.7 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.

6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, nothwithstanding anything to the contrary herein, consistent with the Standard of Care, TRC will visit the Project Site at intervals appropriate to the state of the contractor's operations, or as specifically provided in TRC's Work, (1) to become generally familiar with and to keep Client informed about the progress and quality of the portion of the construction work completed, (2) to endeavor to guard Client against defects and deficiencies in the construction work, and (3) to determine in general if the construction work is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable contract documents, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction. TRC shall not have control of, nor be in charge of, nor shall be responsible for, the means, methods, techniques, sequences, procedures, construction, or safety precautions and programs in connection with any construction work, as these are solely the construction contractor's rights and responsibilities. Furthermore, TRC shall not be responsible for the failure of Client, or any party under contract with Client, including, but not limited to, any architect, engineer, consultant, contractor, or subcontractor, to carry out their respective responsibilities in accordance with their legal and contractual obligations.

6.9 Communication. TRC will designate an authorized representative who will be responsible for communications and consultation with Client and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

ARTICLE 7. CONFIDENTIALITY

7.1 Confidentiality Agreement. The Party receiving Confidential Information may include that Party's Representatives ("**Recipient**"). The term "**Representatives**" means a Party's affiliates and their respective employees, agents, and advisors. Recipient is not permitted to reveal Confidential Information (defined in Section 7.2 below) to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information ("**Discloser**"). Notwithstanding the foregoing, Client acknowledges that TRC's review of Client's Confidential Information will inevitably enhance TRC's knowledge and understanding of Client's business in a way that cannot be separated from TRC's other knowledge, and Client agrees that this Agreement shall not restrict TRC in connection with the purchase, sale, or consideration of, or decisions related to, other investments.

7.2 Confidential Information. The term "**Confidential Information**" includes: (i) all non-public information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's or its Representatives' business affairs, employees, finances, services, intellectual property, trade secrets, and other sensitive, marketing, or proprietary information, whether disclosed orally or in written, electronic, or other form or media. Notwithstanding the foregoing, however, Confidential Information shall not include the following: (i) information which at the time of disclosure is or becomes publicly available other than as a result of a disclosure by an act or omission of Recipient; (ii) information which is or becomes available to Recipient on a nonconfidential basis from a source (other than from Discloser) which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Discloser; (iii) information which was already known to Recipient; or (iv) information which is independently developed by Recipient.

7.3 Legal Obligation to Disclose. If Recipient is required by applicable law, regulation, or legal process to disclose any of the Confidential Information, Recipient will notify Discloser promptly so Discloser may (i) seek a protective order or other appropriate remedy, (ii) take action to assure confidential handling of such information, and/or (iii) in its sole discretion, waive compliance with the terms of this Agreement. In the event such protective order or other remedy is not obtained, or Discloser waives compliance with the terms hereof, Recipient (i) may so disclose only that portion of the Confidential Information which it is legally required to disclose and shall, upon request, reasonably assist Discloser with Discloser's efforts to obtain reliable assurance that confidential treatment will be afforded such Confidential Information, and (ii) shall not be liable for such disclosure. Notwithstanding the foregoing, Client acknowledges that one or more of TRC's affiliates is a registered investment adviser and that TRC may be subject to routine examinations, investigations, regulatory sweeps, or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Client agrees that TRC may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at Client, TRC will notify Client (to the extent not prohibited by such authority or examiner or by applicable rule, regulation, or law) as promptly as practicable following such request.

7.4 Remedy. Each Party agrees the actual or threatened disclosure or use of any Confidential Information, other than as permitted under this Agreement, will cause irreparable harm to Discloser, and Discloser will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.

7.5 Communications with Third Parties. To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

ARTICLE 8. INSURANCE

8.1 Required Insurance Coverage. TRC will obtain and maintain insurance of the types and amounts set forth herein. The insurance will be in effect before

Work commences, and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:

(a) Worker's Compensation Insurance and Employer's Liability Insurance as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of $1,000,000 each accident;

(c) Automobile Liability Insurance in the amount of $1,000,000 combined single limit per accident;

(d) Commercial General Liability Insurance in the amount of $1,000,000 each occurrence, $2,000,000 general aggregate, and $2,000,000 products-completed operations aggregate; and,

(e) Professional Liability Insurance in the amount of $1,000,000 each claim and $2,000,000 annual aggregate.

8.2 Certificates of Insurance. Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days' prior written notice to Client.

ARTICLE 9. INDEMNITY

9.1 Definitions.

(a) "**TRC Group**" means TRC and its subcontractors of all tiers, and each of their parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.

(b) "**Client Group**" means Client and its parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.

(c) "**Losses**" means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and expenses and costs of litigation.

(d) "**Claims**" means all third party claims, lawsuits, demands, or actions.

9.2 **TRC'S INDEMNITY OBLIGATIONS.**

(a) **TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.**

(b) **WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.**

9.3 **CLIENT'S INDEMNITY OBLIGATIONS. CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.**

9.4 **RISK OF LOSS TO THE WORK. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.**

9.5 **CONDITIONS PRECEDENT. EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT. AS AN ADDITIONAL CONDITION PRECEDENT, FOR ANY CLAIM OTHER THAN A CLAIM ARISING OUT OF TRC'S ALLEGED PROFESSIONAL NEGLIGENCE, THE INDEMNIFIED PARTY MUST ALLOW THE INDEMNIFYING PARTY TO REPRESENT THE INTERESTS OF EVERY INDEMNITEE IN DEFENDING AND SETTLING SUCH CLAIM. IN THE EVENT ANY INDEMNITEE FAILS OR REFUSES TO TENDER THE DEFENSE OF ANY SUCH CLAIM TO THE INDEMNIFYING PARTY, SUCH PARTY'S DEFENSE, HOLD HARMLESS, AND INDEMNITY OBLIGATIONS RELATED TO THAT CLAIM WILL BE NULL AND VOID.**

9.6 **APPORTIONMENT OF ATTORNEYS' FEES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AFTER RESOLUTION OF A CLAIM UNDER ARTICLES 9 OR 10, OR ANY OTHER PROVISION HEREIN PROVIDING FOR ONE PARTY TO PROVIDE A DEFENSE, IF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY INDEMNITEE IS DETERMINED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR BY FINAL ADJUDICATION, TO HAVE BEEN A CONTRIBUTING CAUSE OF THE LOSSES RELATED TO SUCH CLAIM, THEN THE INDEMNIFIED PARTY MUST REIMBURSE THE DEFENDING PARTY FOR THE COSTS, ATTORNEYS' FEES, OTHER LEGAL EXPENSES, AND EXPERT FEES EXPENDED FOR DEFENSE IN THE SAME PROPORTION AS THE INDEMNITEES' PROPORTION OF NEGLIGENCE OR OTHER LEGAL FAULT.**

ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

10.1 Pre-existing Conditions. Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("**Hazardous Substances**") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, "**Non-TRC Hazardous Substances**"), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.

10.2 Hazardous Substances Encountered During the Work; Disposition of Samples. Client recognizes that, when it is known, assumed, or suspected that Hazardous Substances exist on or beneath the surface of the site of the Work, or within any structure thereon, certain sampling materials such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when TRC encounters Hazardous Substances during performance of the Work, such as when sampling is included in the scope of Work, and when determined by TRC in its sole and exclusive judgment to be necessary based on TRC's assessment of the degree of contamination, hazard, and risk, TRC will: promptly inform Client that containerization and labeling will be performed; appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC's report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be

charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.

10.3 **TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION. TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.**

10.4 **CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO, ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.**

ARTICLE 11. ALLOCATION OF RISK

11.1 Client's Separate Contractors. The Parties expressly acknowledge and agree that unless otherwise expressly provided for in the Proposal, during the performance of the Work TRC shall not (a) supervise, direct or control Client's other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.

11.2 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other, and under no circumstances shall either Party be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Work), loss of financing, loss of business, and loss of reputation.

11.3 Limitation of Liability. To the fullest extent permitted by law, the total liability in the aggregate of TRC and its employees, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed the compensation received by TRC under this Agreement. All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC IN RELATION TO THIS AGREEMENT.

ARTICLE 12. DELIVERABLES

12.1 Ownership of Deliverables. All Deliverables are instruments of service in respect of the Project, and, if delivered to Client during the term of this Agreement, will become the property of Client upon payment therefor. Notwithstanding the foregoing, Client's ownership of the Deliverables will not include any ownership interest in TRC's preexisting information including, but not limited to, computer programs, software, patents, patents pending, standard details, templates, figures or specifications, or TRC's seal, stamp, or certification. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties). Additionally, except for the Deliverables, all field data and notes, laboratory test data, calculations, estimates, and other documents prepared by TRC will remain the property of TRC.

12.2 Use of Deliverables. Any Deliverable will be prepared solely for use of Client for this Project. The Deliverables are not intended or represented to be suitable to be reused by Client, or used or relied upon by others outside of Client or on extensions of the Project or on any other project. In the event Client, its employees, permitted assigns, successors, consultants, or contractors subsequently reproduces or otherwise uses the Deliverables or creates a derivative work based upon the Deliverables, unless prohibited by law, Client must remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Deliverables of the identity of TRC, its employees, and sub-consultants. TRC will be entitled to equitable compensation in connection with documenting any consent for Client or third parties to rely on the Deliverables for any purpose other than the purpose for which TRC prepared them.

12.3 Unauthorized Use of Deliverables. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by, Client to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

ARTICLE 13. SAFETY

13.1 Client's Safety Requirements. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.

13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or at the Project Site. If TRC determines that its field personnel

are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with Article 14.

13.3 Reporting of Incidents. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

ARTICLE 14. TERMINATION AND SUSPENSION

14.1 Termination for Default. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially commence to cure within ten (10) calendar days from receipt of the default notice, the non-breaching Party may provide a written notice of termination of the Agreement to the breaching Party.

14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part, by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.

14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which TRC is entitled, TRC will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

ARTICLE 15. DISPUTE RESOLUTION

15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the Project or the Agreement or the breach thereof ("**Dispute**") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within fifteen (15) days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.

15.2 Governing Law, Jurisdiction, Venue. Unless otherwise required by law, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut without regard to choice of law or conflicts of law principles. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be in Hartford, Connecticut.

15.3 Prevailing Party. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "**Litigation Expenses**"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses (even if it is the prevailing Party) and will be obligated to pay the Litigation Expenses of the offering Party.

ARTICLE 16. MISCELLANEOUS

16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees, and TRC hereby waives any rights or claims related thereto.

16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.

16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.

16.4 Waiver. No waiver of any provision of this Agreement, or consent to any departure therefrom, shall be effective unless in writing and signed by the waiving Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

16.5 Assignment. Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to

the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its corporate affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.

16.6 Captions. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.

16.7 Integration. This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.

16.8 Amendments. This Agreement may be modified only by a Change Order or an amendment executed in writing by a duly authorized representative for each Party.

16.9 No Third Party Beneficiaries. Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this Agreement shall extend and inure to the benefit of all members of TRC.

16.10 Signatures. The Proposal, any amendment to these Terms and Conditions, and any Change Order may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A copy of the Proposal and any subsequent modifications signed electronically and/or delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of a manually signed original. Each person executing the Proposal warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs the Proposal.

16.11 Notices. Any notice permitted to be given by email shall be sent to the below representative. Any other notice required to be given pursuant to this Agreement must be in writing and sent by overnight delivery via USPS or a nationally recognized courier and delivered to the address set forth in the first paragraph above to the attention of the representative below:

If to TRC, send to the attention of: the person signing the Proposal If to
Client, send to the attention of: the recipient of the Proposal

Any notice so given will be deemed effective upon receipt. Either Party may change its representative or address effective ten (10) days after written notice thereof to the other Party.

16.12 Remittance Information. TRC remittance information for making payments is as follows:

U.S. Postal Service:
TRC Lockbox PO Box 536282
Pittsburgh PA 15253-5904

Overnight Packages:
TRC Lockbox Attn: 536282
307 23rd Street Extension, Suite 950
Pittsburgh, PA 15215
877-550-5933

Wire Instructions (PREFERRED METHOD OF PAYMENT)

Beneficiary Account Name:	TRC Companies, Inc. – Concentration
Beneficiary Account Number:	
Bank Codes:	
ABA Number:	[redacted]
Routing Number:	
Bank Name:	
Remittance Detail Email:	ARremitdetail@trccompanies.com
TRC Contact:	Dawn Dostie
Contact Phone Number:	207-660-7222