ENVIRONMENTAL SERVICES
SPB12-2177V-14

THIS CONTRACT is entered into by and between the State of Montana State Procurement Bureau, (State), whose address and phone number are P.O. Box 200135, Helena, MT 59620-0135, (406) 444-2575, and ERO Resources Corporation, (Contractor), whose address and phone number are 1842 Clarkson Street Denver, CO 80213 and (303) 830-1188.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The contract's initial term is from the date the contract is fully executed through June 30, 2015, unless terminated earlier as provided in this contract. In no event is this contract binding on the State unless the State's authorized representative has signed it. The legal counsel signature approving legal content of the contract and the procurement officer signature approving the form of the contract do not constitute an authorized signature.

1.2 Contract Renewal. The State may renew this contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

2. COST ADJUSTMENTS

2.1 Cost Increase by Mutual Agreement. After the contract's initial term and if the State agrees to a renewal, the parties may agree upon a cost increase. The State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

3. SERVICES AND/OR SUPPLIES

The purpose of this term contract is to establish a list of Environmental Services Providers in several service areas. Work will be assigned through task orders to this term contract in accordance with the task order template attached hereto. Each agency, at its discretion, may choose to use the attached task order template or a similar template provided it includes the required references to this term contract and incorporates the necessary terms and conditions of the term contract by reference. This is a multiple contractor term contract available for use by state agencies and other public procurement units. The State makes no guarantee of use by any agency with authorized access to this term contract.

3.1 Service Categories. Contractor shall provide to the State the services based on the agency SOW. See Attachment A for list of approved categories.

3.2 Project Selection.

3.2.1 Project Identification. The ordering agency is responsible for identifying projects, selecting a contractor, assigning a task order, and approving project payments.

3.2.2 Meetings. For environmental review services under MEPA and MFSA, the Contractor shall meet with state personnel at the onset of the project and periodically thereafter to resolve technical or contractual problems that may occur during the term of a project. The Contractor may be required to attend meetings with other federal and state agencies and public meetings as directed by state personnel.

The Contractor may be required to meet with state personnel at the project site to conduct a site evaluation and discuss project issues.

The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. While face-to-face meetings are desirable, a conference call meeting may be substituted at the discretion of state personnel. Consistent failure to participate in meetings (two consecutive missed or rescheduled meetings) may result in termination of the task order and contract. If a conflict exists between section 30 and this section, the terms of this section govern.

3.2.3 Approach Expectations. In the case of reclamation activities, the ordering agency shall identify the preferred techniques. The selection of particular techniques by the ordering agency may define which contractor(s) are contacted for project initiation. The State is always open to new and innovative approaches that accomplish project goals.

3.3 Selecting a Contractor. The ordering agency may select a term contract holder from the Environmental Services Contract-Home page as provided under the State's website address http://svc.mt.gov/gsd/apps/EnvironmentalServicesDefault.aspx. Contractor selection will consider such factors as the contractor's area of expertise, requirements and location of the project, the Contractor's availability and access to resources necessary to efficiently and effectively complete the project, demonstrated excellent past performance on state and public projects, identified subcontractors, and total project cost.

3.3.1 General. Ordering agencies shall use the procedures in this section when ordering services as established by each Term Contract (TC). The applicable service categories are identified in each term contract along with the contractor's price lists.

3.3.2 Request for Quotation (RFQ) Procedures. The ordering agency shall provide an RFQ, which includes the SOW and limited but specific evaluation criteria (*e.g.*, experience and past performance) to TC contractors that offer services that will meet the agency's needs. The RFQ may be posted to the agency's state website to expedite responses.

3.3.3 Statement of Work (SOW). All SOWs shall include at a minimum a detailed description of the work to be performed, location of work, period of performance, deliverable schedule, applicable performance standards, and any special requirements (*e.g.*, security clearances, travel, special knowledge, budget constraints).

3.3.3.1 Ordering agency may select a contractor from the appropriate service category and directly negotiate a mutually acceptable project based on a sudden and unexpected happening or unforeseen occurrence or condition, which requires immediate action (Exigency).

3.3.3.2 Ordering agency may place orders at or below the $5,000 threshold with any term contract contractor that can meet the agency's needs. The ordering agency should attempt to distribute orders among all service category contractors.

3.3.3.3 For orders estimated to exceed $5,000 but be less than $25,000:

- The ordering agency shall develop a SOW.
- The ordering agency shall provide the Request for Qualifications (including the SOW and evaluation criteria) to at least three Term Contract contractors that offer services that will meet the agency's needs.
- The ordering agency shall request that contractors submit firm-fixed prices to

perform the services identified in the SOW.

3.3.3.4 For orders estimated to exceed $25,000. In addition to meeting the requirements of 3.3.3.3 above, the ordering agency shall:

- Provide the Request For Qualifications (including the SOW and the evaluation criteria) to a minimum of six service category term contract contractors (if category has less than six, then all contractors will be offered an RFQ) with a 50% replacement factor for each subsequent request for quote in the same service category.

3.4 Evaluation. The ordering agency shall evaluate all responses received using the evaluation criteria provided to the TC contractors. The ordering agency is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable. The agency will place the order with the contractor that represents the best value. After award, ordering agencies will provide timely notification to unsuccessful TC contractors. If an unsuccessful TC contractor requests information on a task order award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided.

3.5 Minimum Documentation. The ordering agency shall document:

- The TC contractors considered, noting the contractor from which the service was purchased;
- A description of the service purchased;
- The amount paid;
- The evaluation methodology used in selecting the contractor to receive the order;
- The rationale for making the selection;
- Determination of price fair and reasonableness.

NOTE: For task orders involving the preparation of an environmental impact statement (EIS) for an applicant-initiated project (with a possible exception of EIS's prepared on applications submitted under MFSA), the State will provide the applicant with a list of at least four qualified environmental review service contractors. If fewer than four qualified contractors are available, the State will include all qualified contractors on the list. The applicant may remove up to 50% of the contractors from the list. The State will then select the EIS contractor from those remaining (75-1-205, MCA).

For projects involving the preparation of environmental review documents under MEPA and MFSA, the State will supply the Contractor a scope of work, project schedule with statutory deadlines identified, description of the proposed project, information relevant to proposed permits, authorizations, or certifications, and information provided to the State from the project applicant. The State will provide access to state files to review any information relating to the project. The State and Contractor will then cooperatively develop a project timeline for interim deliverables tailored to statutory deadlines, list of reports and deliverables, and cost. Project costs will be based on the published prices if available.

The State reserves the right to cease negotiations with the Contractor if agreement cannot be reached on project approach and/or costs, and to begin negotiations with another contractor from the list. The State will keep complete written documentation of the negotiations process in the project file.

Agency project task orders will be utilized to finalize the project. Only written addenda will be used for adjustments of the task orders and must be signed by both parties. All task orders must contain signatures from both parties and appropriate agency legal review as directed in their procurement policy.

The State will monitor contractor selection by using the information provided in the annual term contract usage reports.

4. WARRANTIES

4.1 Warranty of Services. Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the negotiated agreement for each task order. Hourly rates and miscellaneous charges as provided in each Contractor's Rates Scales shall be the basis of negotiations.

5.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

5.3 Purchasing Card. The State of Montana has a purchasing card program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

5.4 Payment Terms. Unless otherwise noted in the solicitation document, the State has 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

5.5 Reference to Contract. The contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, the State is not obligated to pay the invoice.

6. CONTRACTOR RESPONSIBILITIES

6.1 Supervision and Implementation. The Contractor for an individual project is responsible for the supervision and implementation of the approach and for oversight of work performed by all subcontractors.

6.2 Applicable Laws. The Contractor shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations, and orders of the city, county, state, federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The Contractor shall provide all necessary safeguards for safety and protection, as set forth by the Department of Labor, Occupational Safety and Health Administration.

6.3 Work Acceptance. The Contractor shall provide project oversight as needed. All work rejected as unsatisfactory shall be corrected prior to final acceptance.

6.4 Records. The Contractor shall supply the State with documentation, when requested, of methods used throughout project implementation. Contractor shall maintain records, for itself and all subcontractors, of supplies, materials, equipment, and labor hours expended.

6.5 Communication. Remoteness of project sites may necessitate that the Contractor have some form of field communication, such as a cellular phone. This communication is necessary to enable the State to respond to public questions or concerns related to the project, accidents, inspections, or other project issues that require immediate feedback. In addition, the State or cooperative purchaser may require scheduled

communication at agreed upon intervals. The communication schedule will depend upon the project circumstances and requirements of the agency issuing a task order. In the case when a communication schedule is included in the scope of work, the schedule will commence when the Contractor initiates the project.

6.6 Collaboration. The State encourages collaboration between and among contractors to increase the scope of services offered. If the Contractor is not able to provide all services needed for the project, the State expects the Contractor to contact other contractors on the Term Contract list to negotiate subcontracts for these services before going elsewhere. Exceptions to this strategy will be evaluated on a case-by-case basis.

6.7 Subcontractors, Project Budget, and Invoicing. All subcontractors to be used in any project must be approved by the ordering agency. Project budgets will be negotiated for each individual project task order. However, all rates, terms, and conditions set forth in this term contract will be applied to individual task orders.

Contractor's billing will include the subcontractors' charges, and payment will be made to the Contractor.

6.8 On-Site Requirements/Cleanup. The Contractor shall visit all job sites to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the Contractor of its obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The Contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. The Contractor shall be responsible for all damages or injury due to actions or omissions

The Contractor shall maintain access to all phases of the project pending inspection by the State or its representative.

The Contractor shall correct all work rejected as unsatisfactory before final inspection and acceptance.

The Contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the Contractor's expense.

In terms of cleanup, the Contractor shall:

- keep the premises free from debris and accumulation of waste;
- clean up any oil or fuel spills;
- keep machinery clean and free of weeds;
- remove all construction smears and stains from finished surfaces;
- perform finishing site preparation to limit the spread of noxious weeds before final payment by the State and
- remove all construction equipment, tools and excess materials before final payment by the State.

7. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

8. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

9. TERM CONTRACT REPORTING

Contractor shall provide annual reports based on information for the state fiscal year, which is July 1 through June 30, for each year the contract is in effect. Minimum information required in usage reports includes: name of the agency or governmental entity that contacted contractor regarding a potential project; project title; agency contact person; if the project was not successfully negotiated, state the reason; number and title of task orders entered into; total dollar amounts for task orders entered into; the names of Contractor's personnel involved in the project; and project status as of usage report date. Usage reports for the preceding state fiscal year are due to the State's Contract Manager no later than July 30 following the end of each fiscal year the contract was in effect.

Reported usage and dollar totals may be checked by the State Procurement Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

10. ENGINEERING ACCESS

10.1 Engineering Services. Contractor may need to have access to engineering services depending on the nature of the project. The contractor(s) will be expected to consult with the State and develop a recommendation as to whether engineering services are needed for a given project. However, engineering methodologies are not the main emphasis of this RFP. Therefore, **NO** Architectural, Engineering and Land Surveying services are allowed under this contract as defined under 37-67-101, MCA, unless the procurement procedures of 18-8-204 or 18-8-212, MCA, are followed.

10.2 Reuse of Documents. When the projects dictate a design or engineered approach, the State may not apply the Contractor's designs to any other projects.

11. PREVAILING WAGE REQUIREMENTS

11.1 Montana Resident Preference. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

Unless superseded by federal law, Contractor shall ensure that at least 50% of the workers performing labor on this project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

11.2 Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401

through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

The standard prevailing rate of wages paid to workers under this contract must be adjusted 12 months after the date of the award of the public works contract per 18-2-417, MCA. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. This adjustment is the sole responsibility of Contractor and no cost adjustment in this contract will be allowed to fulfill this requirement.

11.3 Notice of Wages and Benefits. Furthermore, 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with 18-2-423, MCA.

11.4 Wage Rates, Pay Schedule, and Records. 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer shall maintain payroll records in a manner readily capable of being certified for submission under 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

Definition of Non-construction Services Occupations

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that Non-construction Services means work performed by an individual, not including management, office or clerical work, for:

(a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets and alleys;
(b) custodial or security services for publicly owned buildings and facilities;
(c) grounds maintenance for publicly owned property;
(d) the operation of public drinking water supply, waste collection and waste disposal systems;
(e) law enforcement, including janitors and prison guards;
(f) fire protection;
(g) public or school transportation driving;
(h) nursing, nurse's aide services, and medical laboratory technician services;
(i) material and mail handling;
(j) food service and cooking;
(k) motor vehicle and construction equipment repair and servicing; and
(l) appliance and office machine repair and servicing.

Definition of Heavy Construction

The Administrative Rules of Montana (ARM) 24.17.501 (4) – (4)(a), Public Works Contracts For Construction Services Subject to Prevailing Rates, states that "Heavy construction projects include, but are not limited to, those projects that are not properly classified as either 'building construction', or 'highway construction.'

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells."

Federal Davis-Bacon wage rates as published in U.S. Department of Labor General Decision No. MT070001 Modification No. 7 have been adopted by the Montana Department of Labor and Industry for use in Heavy Construction projects and are included in this publication. These rates apply statewide or as shown in MT070001 Modification No. 7.

Definition of Public Works Projects

Contracts entered into for construction services (Heavy, Highway and Building) or Non-construction Services by the state, county, municipality, school district, or political subdivision in which the total cost of the contract is $25,000 or more involving public funds.

Rates to use for Projects

Rates to be used on a public works projects are those that are in effect at the time the project and specifications are provided through RFQ or other notification methods.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

Current prevailing wage information for the State of Montana is available via the following website: http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-information/current-prevailing-wage-rates.html

12. ACCESS AND RETENTION OF RECORDS

12.1 Access to Records. Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. The State may terminate this contract under section 22, without incurring liability, for the Contractor's refusal to allow access as required by this section. (18-1-118, MCA)

12.2 Retention Period. Contractor shall create and retain all records supporting the services for a period of eight years after either the completion date of this contract or termination of the contract.

13. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. (18-4-141, MCA) Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this contract.

14. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.

15. REQUIRED INSURANCE

15.1 General Requirements. Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

15.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

15.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

15.4 Specific Requirements for Automobile Liability (If Required). If at any time during the contract, the Contractor offers to transport employees, volunteers, or members of other cooperative agencies, the following insurance requirement must be met.

The Contractor will obtain prior approval by submitting a copy of the following insurance certificate to the assigned Contracts Officer at the State Procurement Bureau and using Agency:

Contractor shall purchase and maintain coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by Contractor.

15.5 Specific Requirements for Professional Liability (If Required). Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

15.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

15.7 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

16. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

17. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

18. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability- related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

19. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (18-5-603, MCA) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

20. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov/Business/index.asp.

21. INTELLECTUAL PROPERTY/OWNERSHIP

21.1 Mutual Use. Contractor shall make available to the State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice, or created in whole or in part under this contract, if such availability is necessary for the State to receive the benefits of this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this contract. This mutual right includes (i) all deliverables and other materials, products, modifications that Contractor has developed or prepared for the State under this contract; (ii) any program code, or site-related program code that Contractor has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this contract; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".

21.2 Title and Ownership Rights. The State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "Content"), but grants Contractor the right to access and use Content for the purpose of complying with its obligations under this contract and any applicable statement of work.

21.3 Ownership of Work Product. Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.

21.4 Copy of Work Product. Contractor shall, at no cost to the State, deliver to the State, upon the State's request during the term of this contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of the State's request, or such expiration or termination.

21.5 Ownership of Contractor Pre-Existing Materials. Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this contract is executed or otherwise developed or acquired

independent of this contract and employed by Contractor in connection with the services provided to the State (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to the State before its use and to prove its ownership. If, however, Contractor fails to disclose to the State such Contractor Pre-Existing Materials, Contractor shall grant the State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for the State to receive the intended benefit under this contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in **Section 21.3** or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this contract.

22. PATENT AND COPYRIGHT PROTECTION

22.1 Third-Party Claim. If a third party makes a claim against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

22.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine whether the contract has been breached.

23. CONTRACT PERFORMANCE ASSURANCE

Some projects may require milestone payments, holdbacks and/or security.

23.1 Milestone Payments (Optional). The State shall pay Contractor based on completion and acceptance of each milestone defined below.

23.2 Payment Holdbacks (Optional). (insert %) % will be withheld from each milestone payment. The total amount withheld will be paid to Contractor at the completion and acceptance of the final milestone.

Milestone/Deliverable	Hold Back	Payment % of Total
Milestone 1:	___% of approved invoice	%
Milestone 2:	___% of approved invoice	%
Milestone 3:	___% of approved invoice	%
Milestone 4:	___% of approved invoice	%
Milestone 5:	___% of approved invoice	%
Final Acceptance		100%

23.3 Contract Performance Security-All Forms Accepted (Optional). Contractor shall provide contract performance security based upon **(insert %)** % of the contract total.

Contractor shall provide the contract performance security in one of the following forms, within 10 working days from the Request for Documents Notice. ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE. Personal or business checks are not acceptable.

- A sufficient bond from a surety company licensed in Montana with a Best's rating of no less than A- and supplied on the State of Montana's designated form entitled "Contract Performance Bond," found at http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx; or
- Lawful money of the United States; or
- An irrevocable letter of credit from a single financial institution and supplied on the State of Montana's designated form entitled "Irrevocable Letter of Credit," found at http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx; or
- A cashier's check, certified check, bank money order, bank draft, certificate of deposit, or money market certificate drawn or issued by a federally or state-chartered bank or savings and loan association that is insured by, or for which insurance is administered by the FDIC, or that is drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal, or contract security unless the certificates are assigned only to the State. All interest income from these certificates must accrue only to Contractor and not the State.

See Title 18, chapter 4, part 3, MCA; Title 30, chapter 5, MCA; and ARM 2.5.502.

This contract performance security must remain in effect for the entire term of this contract. A new surety bond or irrevocable letter of credit must be issued to the State of Montana if this contract is renewed.

The contract performance security in the form of a **(insert form)** has been provided to the following address: State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

24. CONTRACT TERMINATION

24.1 Termination for Cause. The State may, by written notice to Contractor, immediately terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms or conditions contained in this contract.

24.2 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this contract for the State's failure to perform any of its duties under this contract after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

24.3 Reduction of Funding. The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall

not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

25. EVENT OF BREACH-REMEDIES

25.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- products or services furnished fail to conform to any requirement;
- failure to submit any report required by this contract;
- failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior State approval and breaching Section 29.1 obligations; or
- voluntary or involuntary bankruptcy or receivership.

25.2 Event of Breach by State. The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

25.3 Actions in Event of Breach.

Upon the Contractor's material breach, the State may:

- terminate this contract under Section 24; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon the State's material breach, the Contractor may:

- terminate this contract after giving the State written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period; or
- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law or in equity.

26. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

27. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

28. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

29. LIAISONS AND SERVICE OF NOTICES

29.1 Contract Manager. The State Contract Manager identified below is the State's single point of contact and shall perform all contract management under 2-17-512, MCA, on the State's behalf. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

Rick Dorvall, Contracts Officer
Room 165 Mitchell Building
125 North Roberts
PO Box 200135
Helena MT 59620-0135
Telephone #: (406) 444-3366
Fax #: (406) 444-2529
E-mail: rickdorvall@mt.gov

29.2 State Project Manager. Each using state agency or cooperative purchaser will identify a Project Manager in the project task order. The Project Manager will manage the day-to-day project activities on behalf of the State/Cooperative Purchaser.

29.3 Notifications. The State's Contract Manager and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

29.4 Identification/Substitution of Personnel. The personnel identified or described in Contractor's proposal shall perform the services provided for the State under this contract. Written notification to the State Agency is required of any contractor changes of key personnel prior to entering into negotiations to perform any specific work scope. Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve Contractor personnel assigned to work under this contract and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this contract. The State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

29.5 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract will be determined at time of agency contract award.

29.6 Contractor Liaison. The Contractor Liaison identified below will manage the day-to-day project activities on behalf of the Contractor.

The Contractor Contract Liaison for this contract will be determined at time of agency contract award.

30. MEETINGS

30.1 Technical or Contractual Problems. Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide Contractor a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

30.2 Progress Meetings. During the term of this contract, individual State agencies shall plan and schedule progress meetings with Contractor to discuss Contractor's and the State's progress in the performance of their respective obligations. These progress meetings will include the State (Agency) Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each meeting, Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under this contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

31. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most contract current rates. If the State terminates a project or this contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

32. CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA)

33. TAX EXEMPTION.

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

34. AUTHORITY

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

35. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

36. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

36.1 Contract. This contract consists of 18 numbered pages, any Attachments as required, Solicitation RFP12-2177V, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

36.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

37. WAIVER

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

38. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

STATE OF MONTANA
STATE PROCUREMENT BUREAU

125 N. Roberts Mitchell Bldg. Room 165
Helena, MT 59601

BY: _____
Marvin Eicholtz, Division Administrator

_____
(Signature)

DATE: 1/8/13

ERO RESOURCES CORPORATION

1842 Clarkson Street
Denver, CO 80213
FEDERAL ID # 84-0851510

BY: William Mangle / Principal
(Name/Title)

_____
(Signature)

DATE: 12/13/12

Approved as to Legal Content:

Mike Morrison 12/5/12
Legal Counsel (Date)

Approved as to Form:

12/5/12
Rick Dorvall (Date)
State Procurement Bureau

ATTACHMENT A APPROVED CATEGORIES

Please review awarded categories/sub-categories and initial agreement.

CATEGORY	QUOTE GROUP
☐ 01 General Environmental Contracting Oversight (A&E <$20,000)	☐ 0101 Oversight of reclamation and restoration projects
☐ 02 Landfill & Solid Waste Management Sys. Engineering (A&E <$20,000)	☐ 0201 Drawings ☐ 0202 Specifications ☐ 0203 Designs ☐ 0204 Maps ☐ 0205 Plans ☐ 0206 Feasibility studies ☐ 0207 Cost analyses
☐ 03 Waste Treatment Design & Construction (A&E <$20,000)	☐ 0301 Drawings ☐ 0302 Specifications ☐ 0303 Designs ☐ 0304 Maps ☐ 0305 Plans ☐ 0306 Feasibility studies ☐ 0307 Cost analyses
☐ 04 Monitoring Systems Design (A&E <$20,000)	☐ 0401 Drawings ☐ 0402 Specifications ☐ 0403 Designs ☐ 0404 Maps ☐ 0405 Plans ☐ 0406 Feasibility studies ☐ 0407 Cost analyses
☐ 05 Mine Engineering (A&E <$20,000)	☐ 0501 Drawings ☐ 0502 Specifications ☐ 0503 Designs ☐ 0504 Maps ☐ 0505 Plans ☐ 0506 Feasibility studies ☐ 0507 Cost analyses
☒ 06 Major Facility Siting (A&E <$20,000)	☒ 0601 Application review ☒ 0602 Mitigation strategies ☒ 0603 Project management ☒ 0604 Technical writing
☐ 07 Env. Remediation, Reclamation, Restoration Design (A&E <$20,000)	☐ 0701 Design ☐ 0702 Design alternative analysis ☐ 0703 Irrigation infrastructure ☐ 0704 Bioengineering

Contractor's Initials _____

CATEGORY	QUOTE GROUP
☐ 08 Certification (A&E <$20,000)	☐ 0801 Completion, closure and/or post-closure care ☐ 0802 Certification of design ☐ 0803 Vegetative cover ☐ 0804 Landfill cover
☐ 09 Surveying (<$20,000)	☐ 0901 Land surveying ☐ 0902 Aerial surveying ☐ 0903 Cadastral surveying ☐ 0904 Field Measurements ☐ 0905 Questionnaires, or research of legal instruments, data analysis
☐ 10 Waste Management	☐ 1001 Characterization and containerization ☐ 1002 Waste haulers ☐ 1003 Waste treatment operations ☐ 1004 Salvage operations ☐ 1005 Recyclers ☐ 1006 Waste storage or recovery facilities
☐ 11 Waste Disposal	☐ 1101 Disposal facilities and operators ☐ 1102 Septic pumpers ☐ 1103 Land farming ☐ 1104 Waste shipping ☐ 1105 Waste disposal ☐ 1106 Emergency response to hazardous waste and/or materials
☐ 12 Junk Vehicle Management (No Qualified Vendors)	☐ 1201 Vehicle and other metal crushing & recycling
☐ 13 Forest and Land Management	☐ 1301 Revegetation ☐ 1302 Excavation ☐ 1303 Road maintenance ☐ 1304 Gravel yards ☐ 1305 Road removal ☐ 1306 Weed control ☐ 1307 Pesticide applicators ☐ 1308 Snag retention ☐ 1309 Logging operations ☐ 1310 Erosion control ☐ 1311 Pest control ☐ 1312 Irrigation Infrastructure
☐ 14 Drilling	☐ 1401 Water and monitoring well drilling, completion, & abandonment

Contractor's Initials _____

CATEGORY	QUOTE GROUP		
☐ 15 Tank Management	☐	1501	Above/below ground tank installation, removal, repair, maintenance
☐ 16 Mapping	☐	1601	Topographic
	☐	1602	Groundwater hydrology
	☐	1603	Saline seep
	☐	1604	Vegetation
	☐	1605	Wetland mapping
	☐	1606	Digital mapping
☐ 17 Geo-data Collection & Verification	☐	1701	Identification and field verification
	☐	1702	Digital imaging
	☐	1703	Site photography
	☐	1704	Aerial photography
	☐	1705	Ground 3D laser scanning
	☐	1706	Lidar contour mapping
☒ 18 Environmental Evaluation	☒	1801	Environmental evaluations
	☒	1802	Historical site usage
	☒	1803	Site investigations
	☒	1804	Phase i & ii environmental property assessments
	☐	1805	Site characterization
	☐	1806	Risk assessment (human health & ecological baseline risk assessment)
	☐	1807	Treatability studies
	☒	1808	Revegetation consulting
	☐	1809	Floodplain design
	☒	1810	Env. permits, reports, plans quality assurance, project plans & procedures

Contractor's Initials _____

CATEGORY	QUOTE GROUP
☐ 19 Inspection & Monitoring	☐ 1901 Asbestos inspection ☐ 1902 Asbestos clearance air monitoring ☐ 1903 UST inspection ☐ 1904 Solid waste ☐ 1905 Junk vehicle ☐ 1906 Septic pumping and disposal inspection ☐ 1907 Property rights inspection ☐ 1908 Sample collection ☐ 1909 Construction monitoring ☐ 1910 Facility inspection ☐ 1911 Operations & maintenance inspection ☐ 1912 Groundwater monitoring systems inspection ☐ 1913 Oversight of monitoring well installation ☐ 1914 Oversight of field investigations & corrective measures ☐ 1915 Technical field review of env. monitoring systems
☐ 20 Safety/Industrial Hygienist	☐ 2001 Identification & mitigation of hazards ☐ 2002 Emergency response plans ☐ 2003 Preparation or review of safety and health plans
☒ 21 Hydrology	☒ 2101 Hydrogeology-watershed modeling ☒ 2102 Stream flow ☒ 2103 Irrigation ☒ 2104 Wells ☒ 2105 Surface water and groundwater studies & analyses
☐ 22 Sampling & Sampling Design	☐ 2201 Environmental media, waste, and other materials sampling ☐ 2202 Development or review of sampling & analysis plans
☐ 23 Geomorphologic Services	☐ 2301 Terrain evaluation ☐ 2302 Soil characterization ☐ 2303 Erosion and cliff instability ☐ 2304 Applied fluvial geomorphology (river behavior & restoration) ☐ 2305 Geohazards & risk assessment

Contractor's Initials _____

CATEGORY	QUOTE GROUP
☒ 24 Biological Services	☒ 2401 Botanists ☒ 2402 Wildlife biologists ☒ 2403 Habitat evaluation & restoration planning ☒ 2404 Aquatic biology ☐ 2405 Horticulturists ☐ 2406 Arborists ☒ 2407 Fisheries biologist
☐ 25 Waste Characterization Services	☐ 2501 Solid & hazardous waste identification, sampling, & evaluation
☐ 26 Water Rights	☐ 2601 Stream, irrigation, & groundwater rights ☐ 2602 Monetary value of water rights ☐ 2603 Potential opportunities for in-stream flow augmentation
☐ 27 Risk Assessment & Risk Management	☐ 2701 Human health and ecological risk assessment and risk management
☐ 28 Statisticians (Environmental Issues)	☐ 2801 Advanced statistical analysis and tool development
☐ 29 Technical Writing	☐ 2901 Prepare or edit documents following client-designated standards
☐ 30 Data Verification & Validation	☐ 3001 Data management &validation plans ☐ 3002 Data verification & validation ☐ 3003 Review of data verification & validation reports for environmental issues
☐ 31 Event Planning (Environmental Issues)	☐ 3101 Large group meetings ☐ 3102 Conferences ☐ 3103 Conventions ☐ 3104 Venue & speaker coordination
☐ 32 Facilitator/Moderators	☐ 3201 Professional moderator for meetings on controversial environmental issues

Contractor's Initials ____

CATEGORY	QUOTE GROUP	
☐ 33 Financial Review, Analysis, & Assurance, Cost Estimation	☐ 3301	Financial instruments
	☐ 3302	Tax returns
	☐ 3303	Account books
	☐ 3304	Penalties
	☐ 3305	Development or review of cost estimations
	☐ 3306	Review financial assurance mechanisms
	☐ 3307	Review applicability of financial assurance requirements
	☐ 3308	Technical support for financial assurance issues
	☐ 3309	Pertaining to environmental issues
☐ 34 Stream Restoration	☐ 3401	Design of restoration projects <$20,000
	☐ 3402	Services for channel stability or associated geomorphic assessments
	☐ 3403	Floodplain restoration
	☐ 3404	Sediment transport modeling
	☐ 3405	Stream bank restoration services
	☐ 3406	Restoration or creation of functioning, natural stream channels
	☐ 3407	Riparian vegetation assessment
	☐ 3408	Riparian restoration & revegetation
	☐ 3409	Bioengineering
	☐ 3410	Management & oversight of excavation contractors on restoration projects
	☐ 3411	310 inspection services for proposed alterations to bank and bed of streams
	☐ 3412	Associated reporting following client-designated guidelines
☐ 35 Wetlands	☐ 3501	Wetland creation & restoration design <$20,000
	☐ 3502	Wetland restoration
	☐ 3503	Wetland mitigation
	☐ 3504	Wetland delineation
	☐ 3505	Wetland functional assessments

Contractor's Initials _____

CATEGORY	QUOTE GROUP
☐ 36 Field Data Collection Services to Evaluate Health of Aquatic Communities	☐ 3601 Microinvertebrate ☐ 3602 Periphyton ☐ 3603 Physiochemical water quality parameters ☐ 3604 Conduct fish population sampling according to client-designated protocols ☐ 3605 Integrate findings in technical report meeting client-selected standards
☐ 37 Fish Population Protection & Enhancement	☐ 3701 Fish passage investigations ☐ 3702 Fish barrier modeling ☐ 3703 Eval of irrigation diversions & systems for compatibility w/fisheries needs
☐ 38 Chemical Analyses	☐ 3801 Env. media water ☐ 3802 Soil ☐ 3803 Sediment ☐ 3804 Solid waste ☐ 3805 Tissue ☐ 3806 Biota ☐ 3807 Isotopes ☐ 3808 Hazardous waste & other materials as needed
☐ 39 Biological Identification & Enumeration	☐ 3901 Macroinvertebrates ☐ 3902 Periphyton ☐ 3903 Vertebrates
☐ 40 Metrology (No Qualified Vendors)	☐ 4001 Metrology & calibration testing
☐ 41 Materials Testing	☐ 4101 Electron and optical microscopy ☐ 4102 Non-destructive testing ☐ 4103 Fatigue testing
☐ 42 Biological Contamination	☐ 4201 Total coliform ☐ 4202 E. Coli ☐ 4203 Other pathogens/indicators/viruses

Contractor's Initials _____