

ENVIRONMENTAL
SERVICES



ENGINEERING
SERVICES

LIMITED SUBSURFACE INVESTIGATION
PROPOSAL FOR
195 MAIN STREET
WAYLAND, MASSACHUSETTS

JUNE 14, 2022

PREPARED FOR:

MR. KENNETH (BEN) KEEFE
PUBLIC BUILDING DIRECTOR
WAYLAND TOWN BUILDING
41 COCHITUATE ROAD
WAYLAND MA 01778

SUBMITTED BY:

CMG ENVIRONMENTAL, INC.
CMG ID 2022-062

67 HALL ROAD
STURBRIDGE, MA 01566

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CMG Environmental, Inc. (CMG) is pleased to submit this proposal to conduct a Limited Subsurface Investigation (LSI) at 195 Main Street in Wayland, Massachusetts (the Site).

The purpose of this LSI is to investigate whether recognized environmental conditions¹ (RECs) identified through Phase I Environmental Site Assessment (ESA) or other means have resulted in measurable impact to subsurface soil or groundwater at the Site.

CMG completed an ASTM Phase I Environmental Site Assessment (Phase I) at the Site dated May 13, 2022 and identified the following *recognized environmental conditions* (RECs) as defined by ASTM:

REC #1: The historic use of USTs represents a potential release to the environment from leaking or improperly abandoned USTs.

REC #2: The historic storage and use of road salt, liquid salt accelerator, pesticides and herbicides, solvents, paints, and other OHM inside the former Site building and outside represent potential releases to the environment via the floor drain or storm drain system, or directly to the wetlands from exterior surface storage.

REC #3: Landfilling and subsequent burning of waste at the Site and adjacent properties may have resulted in a release of heavy metals, 1,4-dioxane, or other OHM to the Site.

REC #4: The former use and undocumented closure of the floor drain system, oil/water separator, and leaching pits represents a potential for OHM release to the subsurface.

REC #5: The type and location of the former septic system is unknown, as well as whether it was used for sanitary sewage only or for reception of on-Site OHM.

REC #6: The dumping/partial burying of construction debris, as well as containers from former Site OHM, represents a potential release to the environment.

REC #7: Abandoned cars left at the Site could result in a release of motor oil or gasoline that may not be observed and may enter the subsurface via cracks in the asphalt paving.

Based on the outcome of the Phase I, CMG recommended conducting a subsurface investigation of the Site, including the advancement of soil borings, completion as groundwater monitoring wells, and collection/analysis of soil and groundwater samples to assess for the presence of petroleum constituents, 1,4-dioxane, per- and polyfluoroalkyl substances (PFAS), metals, pesticides, and herbicides at the Site.

OBJECTIVE

CMG's objective of the scope of work presented in this LSI proposal is to collect and evaluate information relative to the RECs discussed above. We will determine whether there is risk or harm to health, safety, and the environment and whether DEP notification or remediation is required.

¹ ASTM E 1527-00 defines "recognized environmental conditions" as evidence of an existing release, past release, or material threat of release of OHM at or in the immediate vicinity of the Site.

SCOPE OF WORK

CMG will conduct the proposed work in accordance with the American Society for Testing and Materials (ASTM) E 1903-11 (“Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process”). As warranted, we will also conform our LSI to Initial Site Investigation performance standards set forth by the Massachusetts Department of Environmental Protection (DEP) in the Massachusetts Contingency Plan (MCP, 310 CMR 40.0000), specifically 310 CMR 40.0482.

TASK #1

GROUND PENETRATING RADAR SURVEY

CMG proposes to conduct a ground penetrating radar survey at the Site to evaluate for the presence of historic underground storage tanks, identify the former septic location, and to determine the appropriate locations for future soil borings and/or monitoring wells in relation to utilities and subsurface structures.

TASK #2

ADVANCE SOIL BORINGS & INSTALL MONITORING WELLS

CMG proposes to advance up to 10 soil borings at the Site using direct-push (Geoprobe® System equipment) and complete up to five borings as monitoring wells. We expect the drilling to take two days to complete. CMG plans to locate soil borings in areas of identified RECs.

Please note that these boring locations are subject to change based on drilling conditions and/or on-Site observations. CMG expects the groundwater will be encountered within 15 feet of ground surface and we do not anticipate the need for bedrock drilling.

CMG will complete up to five of the borings as two-inch diameter monitoring wells, advanced approximately five feet into the water table and protected with a flush-mount road box. We will collect continuous soil samples (as conditions allow), log them for soil geology, and field-screen each discrete soil horizon for TOVs using a photoionization detector. We will field-preserve any soil samples that exhibit significant TOV readings (greater than 50 parts-per-million above background readings) in methanol in accordance with EPA Method 5035. CMG will then select a representative number of these samples for laboratory analysis of one or more of the following: volatile organic compounds (VOC), extractable petroleum hydrocarbons (EPH) with polynuclear aromatic hydrocarbon (PAH) identifications, 14 total MCP metals (MCP-14), PFAS, 1,4-dioxane, pesticides and herbicides.

GROUNDWATER SAMPLING, ANALYSIS & ELEVATION SURVEY

CMG will accurately gauge the depth to water in the new monitoring wells. We will survey well casing elevations and measure well locations relative to existing Site features (buildings or property bounds). CMG will use this data to calculate the groundwater flow direction and gradient.

CMG proposes to collect groundwater samples from the newly installed groundwater monitoring wells using low-flow techniques, for laboratory analysis of VOC, EPH, PFAS, soluble MCP-14 metals, 1,4-dioxane, pesticides, and herbicides. We have included a budget of 5 monitoring wells for sampling and analysis. CMG will sample monitoring wells after allowing at least 5-7 days to stabilize.

DOCUMENTATION & REPORTING

Upon completion of the field work and after obtaining the laboratory analysis, CMG will prepare a final Phase II LSI Report that presents our conclusions regarding the presence of recognized environmental conditions at the Site in accordance with the ASTM Phase II process. Our report will also include:

- Narrative describing completed activities, findings, and conclusions,
- Tables summarizing laboratory results and applicable DEP reporting standards,
- Figure showing sampling locations,
- Soil boring logs, and
- Laboratory reports.

The Phase II LSI report will discuss the regulatory implications of the study findings, and the need for additional work (if any). CMG will provide documentation in electronic (Adobe .pdf) format on CD-ROM unless you specifically request bound printed copies.

COST & WORK SCHEDULE

CMG will invoice this project on a time and materials (T&M) basis. We anticipate the following estimated costs.

TASK	COST	TIME FRAME
1: GPR Survey	\$2,400	Within three weeks of authorization
2: Subsurface Investigation		
Drilling fees	\$6,500	Drilling completed within five weeks of authorization, groundwater sampling within one week of drilling
Laboratory fees: soil	\$4,350	
Laboratory fees: groundwater	\$3,450	
CMG T&M cost	\$4,500	
3: Documentation	\$3,000	Within two weeks of lab results

Thus CMG estimates it will cost \$24,100 to complete the scope of work outlined in this proposal. If it appears work significantly beyond the scope of services may be necessary, we will contact you to request written authorization to conduct any such work prior to commencing.

CMG is prepared to initiate the above scope of services immediately upon your notice to proceed. We anticipate completing this project within 6 weeks 30 business days of your authorization.

LIMITATIONS

CMG will prepare the LSI report for Town of Wayland, its successors and assigns in connection with an assessment of on-Site environmental conditions. We do not authorize use of this report by others for any reason, except with our prior written consent.

CMG will base the conclusions of our LSI report, in part, on information provided by you, your agents and by third parties, including state and local officials. You have authorized us to rely upon this information in conducting this investigation, and CMG assumes no further responsibility for the veracity or completeness of such information. Information derived from CMG's visual observation of the Site describes conditions at the time of the inspection, and may not be representative of past or future conditions.

The client acknowledges that DEP notification may be required if identified contamination originates from an on-Site source. CMG does not assume reporting obligations that are lawfully the responsibility of the client and/or Site owner. Under certain circumstances, environmental conditions may warrant or demand DEP reporting, and CMG's Licensed Site Professional (LSP) must notify DEP within two or 72 hours (depending on the severity of the reportable condition) if the client chooses not to report.

The client is responsible for payment in full for services rendered by CMG, regardless of environmental insurance coverage or lack thereof.

ACCEPTANCE

This letter, referred to as "the Proposal," describes our proposed consultant services. We have attached our standard Terms & Conditions to the proposal, which together constitute "the Agreement." If the terms of this Agreement are acceptable to you, please sign below and return signed page to our office (email or fax preferred).

APPROVAL OF PROPOSAL:

Name: _____
(Signature)

Name: _____
(Printed)

Title: _____

Date: _____

We at CMG look forward to working with you on this project. Please contact me directly at 774-241-0901 (office) or Ben: 508-320-0421 (cell) if you have questions or if CMG can be of any further assistance to you.

Sincerely,
CMG ENVIRONMENTAL, INC.



Benson R. Gould, LSP, LEP
Principal

Attachment: Terms & Conditions

2022-062\Phase II LSI Proposal.doc

TERMS & CONDITIONS

These Terms & Conditions pertain to the attached Proposal for Environmental Services (Proposal) prepared by CMG Environmental, Inc. (CMG), a Massachusetts corporation with its principal office at 67 Hall Road in Sturbridge MA 01566.

1. SERVICES

The Client desires certain environmental services with respect to the property (Site) identified in the Proposal, which CMG intends to provide, as further detailed in the Proposal as the scope of services. The Proposal and these Terms and Conditions together comprise the Agreement.

2. PAYMENT

The Client shall pay CMG the fee specified in the Proposal. For projects of less than two month's duration, the Client shall make payment as follows, unless otherwise agreed to in writing by CMG and the Client:

- The Client shall pay one-half the estimated cost upon execution of the Agreement, and
- The Client shall pay CMG the balance due upon completion of the agreed scope of services, including any applicable sales tax.

CMG will submit invoices to the Client on a periodic basis for projects of longer duration. Client shall pay all invoices due to CMG within 30 days of the invoice date. CMG will charge a service fee equal to 1.5% per month on any unpaid balance over 30 days until the full amount is paid. CMG may refer Client's account for collection if Client does not pay in full within 90 days of the invoice date. In such event, the Client shall pay any and all costs of collection, including reasonable attorneys' fees.

Client shall pay fees directly to other contractors or governmental agencies unless otherwise agreed to in writing by CMG and the Client. In the event that CMG pays such fees on behalf of the Client, we will add a surcharge of 15% for administrative overhead.

3. CHANGE ORDERS

From time to time it may be necessary to amend the scope of services detailed in the Proposal. In the event that such amendment would increase the estimated cost by more than 10% of the estimated total, CMG will provide a written Change Order detailing amendment to the original scope of services, including proposed costs.

A Change Order shall take effect upon execution of the written Change Order by both the Client and CMG.

4. STANDARD OF CARE

CMG will conduct the agreed scope of services in a manner consistent with the level of care ordinarily exercised by members of the environmental sciences and/or engineering profession practicing in the same area under similar conditions at the time the services are rendered, and not according to later standards. CMG will limit our services to those set forth in the Proposal, as amended by any Change Order(s) to same.

The Client acknowledges that CMG's conclusions and recommendations, if any, shall not be based on scientific or technical tests beyond the scope of services, or beyond time and budgetary constraints imposed by the Client. The Client further acknowledges that CMG's conclusions and recommendations, if any, shall not rest solely on pure science, but may also depend on considerations of economic or technical feasibility and the availability of alternative techniques or technology.

CMG makes no other warranty, express or implied.

5. INSURANCE

CMG warrants and represents that its employees are protected by Worker's Compensation Insurance with statutory limits. CMG will provide a certificate of such policies to the Client upon request.

6. SUBCONTRACTORS

CMG may subcontract laboratories, drilling companies, and other firms (including independent consultants) to participate in a project. CMG will add a 15% surcharge to the subcontractor's fee in the event of such a subcontractor relationship.

CMG shall not be liable for any contractor's or subcontractor's failure to use due care for the maintenance of safety at the Site, or failure to comply with the Occupational Health and Safety act of 1970, any regulations promulgated thereunder, or any state, county, or municipal law or regulation of similar scope and import.

7. SITE ACCESS

Provided the Client owns the Site, the Client hereby grants CMG (and its subcontractors, if any) right of entry to the Site to perform the agreed Scope of Services. Should the Client not own the Site, the Client hereby warrants and represents that the Site owner has duly granted CMG (and its subcontractors, if any) right of entry to the Site to perform the agreed Scope of Services.

The Client understands and acknowledges that the use of testing and exploration equipment may unavoidably alter or damage buildings or other structures, equipment, the terrain, or vegetation at the Site. The Client shall be responsible for all Site restoration.

8. SITE INFORMATION

Client shall provide CMG with all available relevant information, documents, and drawings regarding the Site, including:

- The presence and location of any liquid or gaseous containment structures at the Site (such as underground or aboveground storage tanks, drums, pressure vessels, etc.),
- The presence and location of any other oil and/or hazardous materials at the Site,
- Any physical hazards that may be present at the Site (such as underground utility lines or piping, other subterranean structures, overhead utility lines, etc.),
- Copies or summaries of all previous environmental assessments of the Site, and
- Any filed or pending judicial or administrative action concerning the Site, and the current status of any such action(s).

The Client shall notify CMG of any changes to conditions in, on, or near the Site that represent a potential risk of harm to safety, human health, public welfare, or the environment at the Site immediately upon the Client's first knowledge of such changes.

9. UNDERGROUND STRUCTURES

CMG shall take reasonable care to identify and locate underground utility lines and structures. CMG will not undertake any subsurface investigation where there is a potential for underground utility lines without securing the services of a utility marking service (such as DIGSAFE). Where applicable, CMG will also request subsurface utility services marking from the local municipal water and/or sewer agency. CMG shall not be responsible for damage to, or interference with, underground utilities or structures that have not been brought to our attention, or which are incorrectly located on plans furnished to CMG.

The Client acknowledges that assessment of subsurface conditions poses unavoidable risks due to the inherent uncertainty of locating unseen underground structures or other hazards. CMG uses geologic engineering and related disciplines in subsurface assessment, but may base field decisions on other considerations rather than science. The Client agrees that CMG has been available to explain the risks inherent in subsurface assessment and available risk-reduction techniques, and accepts such risks.

10. WASTE GENERATION

CMG shall not assume responsibility for the generation of any hazardous substances, remediation waste, pollutants, or contaminants we encounter, treat, store, or handle at the Site while conducting the agreed scope of services. The Client and/or the Site owner shall retain all responsibilities and liabilities for such materials, and handle, store, and dispose of such materials in accordance with all applicable laws and regulations.

11. SAMPLE DISPOSITION

CMG may preserve and retain any soil, water, or other samples obtained from the Site during the performance of the agreed scope of services for a period of time as CMG, in its sole discretion, deems appropriate. However, CMG will not dispose of any such samples less than 30 days after completing the agreed scope of services without notifying the Client in writing. Samples so retained by CMG will be available for the Client or their duly authorized designee to inspect at reasonable times agreeable to both parties.

The provisions of this Section do not apply to soil, water, or other samples submitted to an analytical testing laboratory.

12. REPORTING

CMG shall not assume reporting obligations that are lawfully the responsibility of the Client and/or Site owner. The Client acknowledges that federal or state regulations may mandate the reporting of contamination identified as originating from an on-Site source.

Under certain circumstances, environmental conditions may warrant or demand immediate federal or state reporting. Under such circumstances, CMG or its employees will attempt to inform the Client prior to providing a required notification. However, the Client acknowledges that it may not always be possible to discuss reporting conditions before CMG must report to the governing agency.

13. DOCUMENTS

All reports, field and laboratory test data, field notes, calculations, estimates, and proposals prepared by CMG in association with performing the agreed scope of services shall remain the property of CMG.

CMG will provide two copies of the final written report to the Client unless otherwise specified by the proposal. CMG will provide additional copies of such reports to the Client for a reasonable fee, not less than the total cost of reproducing the same. The Client, its successors and assigns shall use the information presented in the written report only for the purposes stated in the Agreement. As applicable, CMG may prepare a separate report for the purposes of submittal to federal or state environmental agencies. CMG does not authorize use of this information by others for any reason, except with our prior written consent.

CMG shall retain pertinent records pertaining to services provided for a period of no less than five years following submittal of the final written report to the Client. These records so retained by CMG will be available for the Client or their duly authorized designee to inspect at reasonable times agreeable to both parties.

14. CONFIDENTIALITY

To the extent that CMG can reasonably do so, and in compliance with all applicable laws, CMG will hold confidential all business and technical information obtained or generated in conducting the agreed scope of services.

Should the Client designate (in writing) certain information as confidential and/or privileged, CMG shall endeavor to restrict access to such information to its employees, any subcontractors with a need to know this information, or to other parties the Client designates in writing. Confidential information shall not include:

- Information in the public domain,
- Information CMG lawfully acquired from a third party on a non-confidential basis,
- Information necessary to protect CMG against any legal claims or liabilities related to our performance of this Agreement, or
- Information required to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations, or professional standards of conduct.

15. INDEMNIFICATION

The Client shall defend, hold harmless, and indemnify CMG from and against any liability, claims for damages, cost of defense; or expenses that may be brought, levied against, or incurred by CMG as a result of personal injuries (including disease, death, or both), property loss or damage, or from environmental degradation stemming from CMG's performance under this Agreement.

For the purposes of this Section, 'environmental degradation' shall include spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of pollutants or contaminants to soil, water, or air at, on, or to the Site. Such environmental degradation does not depend upon either CMG or the Client having knowledge that pollutants or contaminants were released before, during, or after execution of this Agreement.

Neither CMG nor the Client shall be liable to the other for loss or damages incurred by a third party, whether brought by breach of contract or warranty, tort, or strict liability. This provision shall apply regardless of alleged or actual negligence by either the Client or CMG. However, this provision shall not apply to liability stemming from actions brought by third parties.

16. FORCE MAJEURE

Except for payment of money when due, either CMG or the Client shall excuse the other from meeting the obligations of this Agreement in the event and to the degree that any cause or event beyond the reasonable control of such party prevents the same. Such causes and events include, without limitation, acts of God, war, insurrection, terrorism, acts of a public enemy, civil disturbances, riot, labor dispute, embargos, delay in delivery of machinery or equipment, fire, flood, washouts, severe storms, landslides, explosion; or any law, act, regulation, or order of any military or civil authority, including courts.

The party affected by an event of force majeure shall provide notice to the other party, within a reasonable time period, of any unavoidable delay or failure to meet its obligations under this Agreement. The affected party shall endeavor to meet its obligations under this Agreement, so far as possible, with minimal delay.

17. COMPLIANCE WITH LAWS

CMG and the Client agree to comply with all applicable local, state, and federal laws and regulations pertaining to work under this Agreement.

18. ARBITRATION

The Client agrees that arbitration in accordance with the Arbitration Rules of the American Arbitration Association shall settle any controversy or claim arising out of or relating to this Agreement that the Client and CMG are unable to jointly resolve on their own. All arbitration proceedings shall be held in Worcester, Massachusetts, or such other place reasonably convenient to the Client and CMG as determined by the arbitrator. Both the Client and CMG shall produce such records as the arbitrator(s) may request.

No individual who is, or has at any time been, an officer, employee, or consultant of either party shall be an arbitrator without the express written consent of both the Client and CMG.

19. GOVERNING LAW

The Agreement between the Client and CMG is governed by and enforceable in accordance with the laws of the Commonwealth of Massachusetts.

20. SEVERABILITY

If legal action or promulgation of new regulations causes any provision or provisions of this Agreement to become invalid, illegal, or unenforceable, this shall not affect or impair the validity, legality, or enforceability of the remaining provisions in any way. The Client and CMG shall endeavor to replace any such invalid, illegal, or unenforceable provision(s) with (a) substantially similar provision(s) that is/are valid, legal, and enforceable.