

Proposal: Surface Water Sampling for PFAS

Project Location:

7 Select Surface Water Locations
Wilton, CT, 06897



Prepared for:

The Town of Wilton
Attn: Mike Conklin
Director of Environmental Affairs
238 Danbury Road
Wilton, CT 06897



Prepared by:

Thunderbird Environmental, LLC
14 Leffingwell Road
Clinton, CT 06413
www.tbirdenv.com
Email: darby@tbirdenv.com



10 March 2023



Table of Contents

INTRODUCTION.....	3
Sampling Area Description.....	3
PROPOSED SCOPE OF SERVICES.....	5
Task 1 - Risk Management	
Task 2 - Surface Water Sampling and Analysis for PFAS	
Task 3 - Project Management and Reporting	
PROPOSED COST AND SCHEDULE.....	5
CLIENT AUTHORIZATION TO PROCEED.....	6

Primary Author

Darby Hittle, LEP



Introduction

Thunderbird Environmental, LLC (Thunderbird) is pleased to submit this proposal to perform surface water sampling at seven (7) pre-selected locations (the Sampling Areas) in the Town of Wilton, Connecticut (the Town), and analysis of ten (10) water samples for per- and polyfluoroalkyl substances (PFAS) via EPA Method 537.1M. The sampling was requested in conjunction with a proposed recreational property construction project in the Town of Wilton. A summary of background information, our proposed scope of services, our proposed cost, schedule, and an acceptance section are provided herein.

Sampling Area Description

Surface water sampling locations were selected by the Town, based on the Town's current need for data within these Sampling Areas. Based on a review of historical sources dating back to 1934, the Sampling Areas appear to be located primarily around agricultural and residential properties, with gradual increased residential, commercial, and educational development during the 1950s-1990's. Currently, the Sampling Areas are located around a municipal recreational park known as Allen's Meadows Park, and two Town of Wilton public schools; Wilton High School and Cider Mill High School. The Sampling Areas consist of seven pre-selected proposed locations, all located on Town of Wilton Municipal property and shown on the following Town of Wilton provided figures:

FIGURE 1: Proposed Sampling Locations 1-3

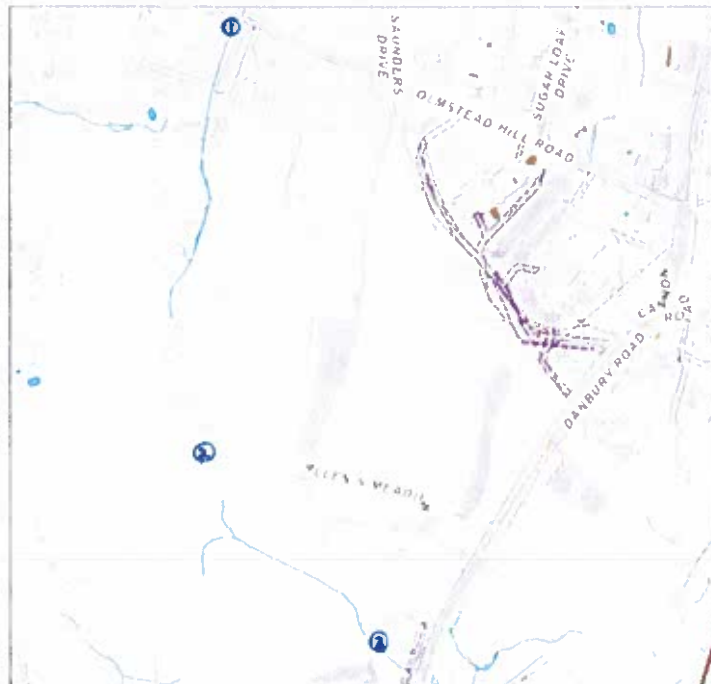
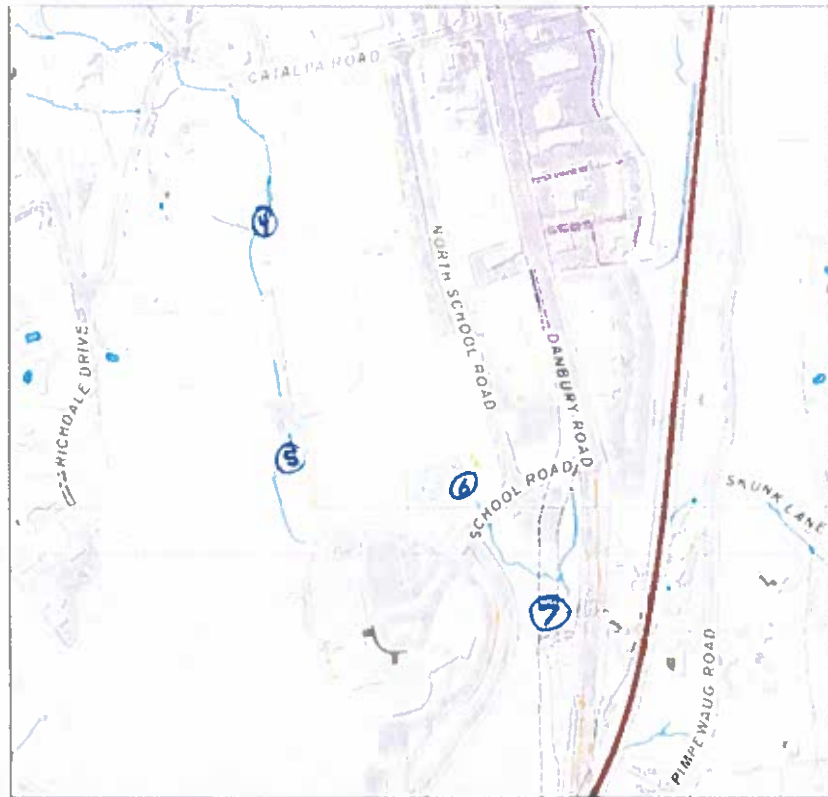




FIGURE 2: Proposed Sampling Locations 4-7



The Sampling Locations will be selected from the following surface water bodies utilizing these figures:

Map/Sample ID No.	Surface Water Body	Location Description
1	Goetzen Brook	North end of Allen's Meadows Park, near intersection of Olmstead Hill Road
2	Goetzen Brook	Southwest portion of Allen's Meadows Park, near northerly footbridge
3	Goetzen Brook	Southeast end of Allen's Meadow Park, near intersection of Danbury Hill Road
4	Stadium Stream	Northwest end of Tom Fujitani Field
5	Stadium Stream	Southwest end of Tom Fujitani Field
6	Playing Field Pond	Southeast end of Playing Field Pond, located between Tom Fujitani Field and Cider Mill School
7	Norwalk River	West of Cider Mill School, near intersection of Danbury Road



Proposed Scope of Services

Task 1 – Risk Management

Prior to initiating field activities, a site-specific Health and Safety Plan (HASP) and Job Hazard Assessment (JHA) will be prepared to identify work hazards associated with the proposed Scope of Services and to establish site specific protocols and procedures that will be followed by Thunderbird personnel when performing field sampling activities.

Task 2 – Surface Water Sampling and Analysis

Thunderbird will collect seven (7) representative surface water samples from the above-mentioned Sampling Areas in general conformance with EPA, Interstate Technology Regulatory Council (ITRC) and Michigan Department of Environmental Quality (MDEQ) guidance for collection and analysis of surface water for PFAS. Thunderbird will also collect a field equipment blank sample, field duplicate sample, and will obtain a laboratory-provided trip blank sample for a total of ten (10) samples. These samples will be submitted under standard chain-of-custody procedures to a Connecticut-certified laboratory for PFAS analysis via EPA Method 537.1M on a standard 10-business day turnaround time.

Task 3 - Project Management and Reporting

Following the completion of field work and receipt of analytical results, Thunderbird will prepare a brief email report summarizing project activities and sampling results and will provide the laboratory analytical data report. Thunderbird will prepare its report on company letterhead and will confirm that sampling activities were conducted in general conformance with EPA, ITRA and MDEQ guidance for collection and analysis of surface water samples for PFAS.

Proposed Cost and Schedule

The primary tasks associated with completing this sampling are presented in the table below and can be performed for Lump Sum Fee of **\$5,000**. Assuming expeditious site access, results can be delivered within 11 business days of sampling. Based on the Town's need to have data in hand on or before March 31, 2023, surface water sampling would need to be completed on or before March 15, 2023.

Task	Description	Cost
1	Risk Management Includes HASP/JHA development	\$ 100
2	Samling and Submission of Samples for PFAS Analysis Includes collection of 10 samples and submission to a CT-certified laboratory on 10-day TAT	\$ 4,800
3	Project Management & Reporting Includes preparation of a brief email report with attached laboratory analytical results	\$ 100
Total Proposed Fee:		\$5,000



Services not specifically proposed herein (i.e. recommendations, additional sampling) are not included. Laboratory analysis will be conducted on a Standard 10-day turn-around. If "rush" results are needed sooner, a laboratory surcharge of up to 100% will be incurred at client's additional expense. Any additional services requested by the client will be performed as "out-of-scope" services on a Time & Materials (T&M) basis in accordance with a separate scope authorization, as appropriate.

We appreciate the opportunity to submit this proposal to you. Upon your review, if you have any questions or comments regarding the proposal, please do not hesitate to contact us directly at 860.227.4714.

Sincerely,
THUNDERBIRD ENVIRONMENTAL, LLC

Darby W. Hittle, LEP

Acceptance and Client Authorization to Proceed

To initiate work on the proposed tasks, please sign and date below and return this signed proposal to Thunderbird at the mailing address below.

Client's Authorization to Proceed with Proposed Scope

I hereby authorize Thunderbird Environmental, LLC to proceed with the proposed Scope of Work described in this Proposal and in accordance with Thunderbird's General Terms and Conditions (attached hereto).

Name

Date

Signature

Title

Mail Signed Proposal and Retainer To:

Thunderbird Environmental, LLC
14 Leffingwell Road
Clinton, CT 06413



THUNDERBIRD ENVIRONMENTAL, LLC

**Thunderbird Environmental, LLC
General Terms and Conditions**

These General Terms and Conditions are attached to and incorporated into the Proposal Letter that, as executed, shall serve as the Agreement between CLIENT and Thunderbird Environmental, LLC (CONSULTANT) in respect of the Project described therein.

ARTICLE 1: GENERAL

The CONSULTANT shall perform for the CLIENT professional services in all phases of the Project to which this Agreement applies as described in the Proposal Letter and as hereinafter provided.

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached as if they were part of one and the same document.

If CONSULTANT shall be unable to perform in accordance with the terms hereof due to naturally occurring soil, water or other environmental conditions, the presence of foreign or hazardous substances, violent weather, strike, civil disturbance or similar event beyond CONSULTANT'S control, CONSULTANT may request from the CLIENT that the terms of this Agreement affected thereby be modified by a written Amendment to be executed by CLIENT and CONSULTANT.

ARTICLE 2: CLIENT'S RESPONSIBILITIES

As applicable and necessary for CONSULTANT to perform its services, the CLIENT will:

Provide all criteria and full information as to its requirements for CONSULTANT'S services, including the CLIENT'S objectives, constraints or standards.

Assist CONSULTANT by placing at its disposal all available information pertinent to the Project, excluding any financial information, but including previous environmental permits, engineering reports and any other similar data relative to the Project.

Provide CONSULTANT all permissions, access and rights of entry to enter the property owned by the CLIENT and/or others in order for CONSULTANT to fulfill the scope of work included under this Agreement.

ARTICLE 3: PROJECT SCHEDULE

CONSULTANT shall commence the Project upon the date of execution of this Agreement and proceed expeditiously to complete the various tasks of the proposed scope of services within the time periods

specified in the Proposal Letter, subject to the terms and conditions hereof.

ARTICLE 4: COMPENSATION

For the services authorized under this Agreement, CONSULTANT shall be compensated as specified in the Proposal Letter.

The CONSULTANT will submit monthly invoices requesting payment from the CLIENT based upon the work completed for the services performed by the CONSULTANT under this Agreement. CLIENT agrees to pay the invoice in full upon receipt. If an invoice remains unpaid after twenty (20) calendar days of submission to the CLIENT, the CONSULTANT has the right to cease all work until all amounts due CONSULTANT are paid in full. In addition, the CLIENT agrees to pay a service charge of 1.5% per month on the unpaid balance. Should it become necessary for CONSULTANT to commence legal action to collect any sums due it, it is agreed that CONSULTANT shall be entitled to collect from the CLIENT its costs incurred in any such action(s) including reasonable collection fees, attorney's fees, litigation costs and cost for defense.

ARTICLE 5: LIABILITY INSURANCE

CONSULTANT shall, during the performance of the Agreement, keep in force the following insurance, together with any other coverage that may be required by law:

Commercial General Liability Insurance with \$1,000,000 per occurrence combined single limit and policy aggregate; Professional Liability Insurance with \$1,000,000 per occurrence and policy aggregate.

ARTICLE 6: CONSULTANT SERVICES

In consideration of the substantial risks to CONSULTANT in performing its services, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold CONSULTANT harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of the services under this Agreement or related in any manner whatsoever to the existence, release, or disposal of toxic or hazardous substances,



THUNDERBIRD ENVIRONMENTAL, LLC

excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of CONSULTANT. In addition, the total liability of CONSULTANT and consultant's employees and agents for any claims, costs, or damages of any nature resulting from or in any way related to the project or this Agreement from any cause, including CONSULTANT's negligence, professional errors or omissions, breach of contract, or warranty shall be limited to the amount of CONSULTANT's insurances as referenced in ARTICLE 5, and, in any and all events shall not exceed the total compensation received by CONSULTANT under this Agreement.

ARTICLE 7: STANDARD OF CARE

Services provided by CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality. The CONSULTANT makes no warranties, express or implied, with respect to the services rendered hereunder.

ARTICLE 8: DELAYS

CONSULTANT is not responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove CONSULTANT'S services or work product promptly, or delays caused by faulty performance of the CLIENT or by contractors of any level. When such delays occur, the CLIENT agrees that CONSULTANT is not responsible for damages, nor shall CONSULTANT be deemed to be in default of this Agreement.

ARTICLE 9: RESTORATION

The CLIENT understands that use of testing or other equipment may cause unavoidable damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and his or her subconsultants harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

ARTICLE 10: CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than

CONSULTANT'S employees, subconsultants and subcontractors, if appropriate, any data and information not previously known to and generated by CONSULTANT or furnished to CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict CONSULTANT from giving notices required by law or complying with any order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 11: INFORMATION PROVIDED BY OTHERS

CONSULTANT shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to CONSULTANT such information as is available to the CLIENT and the CLIENT'S consultants and contractors, and CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for CONSULTANT to assure the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and its subconsultants harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by the CLIENT to CONSULTANT.

ARTICLE 12: WASTE DISPOSAL

It shall be the responsibility of the CLIENT to make arrangements for the transportation and disposal of any and all hazardous and/or contaminated wastes generated as a result of the work required under this Agreement. Samples obtained for laboratory analysis will be returned to the CLIENT for disposal upon completion of analytical testing. In addition, it will be the responsibility of the CLIENT to sign any hazardous waste manifests required for the proper transportation and disposal of these wastes.

ARTICLE 13: BURIED UTILITIES AND OTHER SUBSURFACE FEATURES

CONSULTANT will make reasonable efforts to obtain information from "Call Before You Dig" and local authorities concerning subsurface features at the project site. The CLIENT will furnish any and all available



THUNDERBIRD ENVIRONMENTAL, LLC

information to CONSULTANT concerning any buried utilities or subsurface features. Prior to the commencement of the project, CONSULTANT will obtain the CLIENT'S approval for all proposed subsurface penetration locations. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and his or her subconsultants harmless from any damage, liability, or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury, or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by the CLIENT or from inaccuracy of information provided to CONSULTANT by the CLIENT, except for damages caused by the sole negligence of CONSULTANT in his or her use of CLIENT furnished information.

ARTICLE 14: REUSE AND OWNERSHIP OF DOCUMENTS
Reports, recommendations, designs, analyses and all other materials resulting from CONSULTANT'S efforts are intended solely for the purpose of the AGREEMENT; any reuse by CLIENT or others for purposes outside of this Agreement or any failure to follow CONSULTANT'S recommendations, without CONSULTANT'S written permission, shall be at the user's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT'S subconsultants and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out or resulting therefrom. All reports, field notes, calculations, estimates, specifications and other documents of whatever kind which are prepared, as instruments of service, shall remain CONSULTANT'S property and CONSULTANT shall retain the intellectual property rights to such material.

ARTICLE 15: SUCCESSORS AND ASSIGNS
The CLIENT binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the terms of this Agreement.

ARTICLE 16: EXTENT OF AGREEMENT
This Agreement represents the entire and integrated agreement between the CLIENT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral, or purchase order terms and conditions for this Project.

No change, alteration or modification of this Agreement shall be binding upon either party hereto, unless the same is in writing and is signed by a duly authorized officer or representative of such party.

ARTICLE 17: NOTICES
Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the Proposal Letter (as may be modified from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by e-mail, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

ARTICLE 18: SEVERABILITY AND SURVIVAL
Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

ARTICLE 19: GOVERNING LAW
The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Connecticut.