



Early Environmental Contracting, LLC Standard Terms and Conditions

1. **SERVICES:** Early Environmental Contracting, LLC will perform the services set forth in the scope of services contained in Early Environmental Contracting, LLC's proposal which these STANDARD TERMS AND CONDITIONS are made a part of. The terms and conditions of Early Environmental Contracting, LLC's proposal are as set herein.
2. **NO ASSIGNMENT:** Neither party shall assign its rights, interest or obligations under this Agreement without the express written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.
3. **SERVICES TO BE FURNISHED BY CLIENT:** Client shall at no cost to Early Environmental Contracting, LLC
 - a) Provide to Early Environmental Contracting, LLC in a reasonably prompt manner, all data and information in their possession of Client as may be required by Early Environmental Contracting, LLC to perform the services under this Agreement.
 - b) Provide Early Environmental Contracting, LLC personnel with access to the work site so that they may perform the work under this Agreement without interference.
 - c) Designate a person to act as Client representative, who shall have complete authority to transmit instructions, receive information, and interpret and define Client policies and decisions with respect to the services under this Agreement.
 - d) Give prompt notice to Early Environmental Contracting, LLC should Client observe or otherwise become aware of any defect in the services provided by Early Environmental Contracting, LLC.
 - e) Furnish to Early Environmental Contracting, LLC prior to any performance by Early Environmental Contracting, LLC a copy of any engineering, design, and construction standards which Client shall require Early Environmental Contracting, LLC to follow in its performance of services under this Agreement.
4. **TIME FOR ACCEPTANCE:** This offer shall remain firm for a period of 60 days from the date hereof, unless the time for acceptance is extended by Early Environmental Contracting, LLC.
5. **PERFORMANCE:** In performing the services, Early Environmental Contracting, LLC shall exercise that degree of care normally exercised by members of its profession in good standing, but Early Environmental Contracting, LLC makes no other warranty, expressed or implied, with respect to any services performed hereunder. Early Environmental Contracting, LLC shall not be liable for any claim, damage, cost or expense (including attorney fees) or other liability or loss not directly and solely caused by the negligent acts, errors or omissions of Early Environmental Contracting, LLC. In no event shall either party be liable for any individual or consequential loss or damage to the other party in connection with performance of services hereunder.
6. **ADDITIONAL SERVICES:** Additional Services other than those tendered pursuant to any Additional Provisions attached hereto, or any subsequent modifications hereto, shall only be authorized by written amendment to this Agreement signed on behalf of client and Early Environmental Contracting, LLC. All Additional Services shall nevertheless be performed by Early Environmental Contracting, LLC subject to all of these Terms and Conditions.
7. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, Early Environmental Contracting, LLC shall be paid up to the effective date of termination for all services rendered by it and all drawings or other documents prepared Early Environmental Contracting, LLC and need not be delivered to Client until all moneys owed to Early Environmental Contracting, LLC by Client (whether or not such moneys have then become due and payable) have been paid.