



22AGR085

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Date: August 18, 2022

Proposal#: 22-1000-197

Olivenhain Municipal Water District
19090 Via Ambiente Rd
Escondido, CA 92029

Re: 1) Non-Hazardous Wastewater Removal, Transportation, and Disposal Services
2) Septic Tank Waste Removal and Transportation Services
3) Sludge Bin Transportation Services
Escondido, CA

Dear Tom Arellano:

NRC Environmental Services, Inc., (hereinafter referred to as "NRC"), is a global leader in providing end-to-end environmental, industrial and emergency response solutions. NRC prides itself on project consistency and its logistics expertise in: environmental remediation, abatement services, emergency response, environmental construction, and industrial cleaning.

Pursuant to your request, NRC is pleased to present this proposal to Olivenhain Municipal Water District ("Customer") for services related to the Routine Services for Non-Hazardous Wastewater, Septic Waste, and Sludge Bin in Escondido. The following shall serve to detail the proposed scope, assumptions, exclusions and estimated costs of the project based on the information provided by Customer.

SCOPE OF SERVICES

Non-Hazardous Wastewater Removal, Transportation and Disposal Services:

- Prepare site specific Health and Safety Plan
- Mobilize personnel, equipment and materials to project site
 - Vacuum truck(s) with operator(s)
- Utilize vacuum trucks to transfer approximately 4,800 gallons of wastewater each trip
- Offload waste at designated disposal facility
- Demobilize personnel and equipment
- Provide project documentation

Septic Tank Waste Removal, Transportation and Disposal Services:

- Prepare site specific Health and Safety Plan
- Mobilize personnel, equipment and materials to project site
 - Vacuum truck with operator
- Utilize vacuum trucks to transfer approximately 2,500 gallons of septic waste
- Offload waste at designated disposal facility
- Demobilize personnel and equipment
- Provide project documentation

Sludge Bin Transportation Services:

- Prepare site specific Health and Safety Plan
- Mobilize personnel, equipment and materials to project site
 - Roll-off truck and bin with operator
- Delivery of empty 20 yard bin with bin liner
- Load and secure full 20 yard bin
- Transport bin to designated disposal facility
- Demobilize personnel and equipment
- Provide project documentation

ASSUMPTIONS/EXCLUSIONS

- Payment terms are Net 30 days from the date of receipt of NRC's invoice.
- Customer and NRC agree to the attached Terms and Conditions.
- The above-provided pricing is expressly conditioned upon acceptance of Net 30 payment terms and the attached Terms and Conditions. Any requested deviations from these terms may require a price adjustment.
- All personnel and equipment will be charged on a "portal to portal" basis with a 4-hour minimum applied, except for projects over 50 miles from office location which requires an 8-hour minimum.
- Pricing is based upon prevailing wage rates and work being performed during normal business hours (i.e., 0700 through 1500), Monday through Friday.
- If applicable, disposal prices contained herein are contingent upon the receipt of a signed waste profile sheet from the generator and acceptance of the waste by the designated disposal facility.
- NRC will not accept any Radioactive, Shock Sensitive, Dioxin or Dioxin Forming Compounds, Pathological Waste or Materials not specifically identified under the project scope.
- NRC's credit department reserves the right to review Customer's credit application and either (i) require additional payment security, (ii) alternate payment terms or (iii) terminate this Agreement outright, in NRC's sole discretion.
- NRC will have free and ready access to the work site and a staging area for the equipment and materials.
- Unit rate items are provided for budgetary purposes only. Actual costs will be based on the actual quantities required to complete the project as proposed.
- This Proposal is valid for a period of thirty (30) calendar days and is subject to verification by NRC thereafter.
- No additional work will be completed or charges incurred without the prior written consent of Customer.
- Additional services outside scope of work will be charged according to the current price list.

ESTIMATED COSTS

Based on NRC's understanding of the project and the information provided by Customer, NRC shall perform the above scope of work consistent with the cost estimate defined below:

Non-Hazardous Wastewater Services:

Item	Description	Unit Rate	Unit
1	Vacuum Truck Services, ST (Mon-Fri: 0700-1500)	\$710.00	Trip
2	Vacuum Truck Services, OT (Mon-Fri: 1500-1900, Saturday, Sunday, and holidays)	\$823.00	Trip

3	Disposal of Non-Hazardous Wastewater	\$185.00	Load
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Septic Tank Waste Services:

Item	Description	Unit Rate	Unit
1	Vacuum Truck Services, ST (Mon-Fri: 0700-1500)	\$800.00	Trip
2	Vacuum Truck Services, OT (Mon-Fri: 1500-1900, Saturday, Sunday, and holidays)	\$925.00	Trip

Sludge Bin Services:

Item	Description	Unit Rate	Unit
1	Roll-Off Truck Services, ST (Mon-Fri: 0700-1500)	\$855.00	Trip
2	Roll-Off Truck Services, OT (Mon-Fri: 1500-1900, Saturday, Sunday, and holidays)	\$985.00	Trip
3	20 Yard Bin Rental	\$15.00	Day

All Services:

Item	Description	Unit Rate	Unit
1	ESIC Fee	18%	Invoice
2	Demurrage (If standby time exceeds one hour)	\$140.00	Hour

This proposal is exclusive of sales tax. Applicable sales tax will be applied to the final invoice should a valid tax-exempt certificate not be provided to NRC.

Pricing is based upon estimated volumes and estimated material costs, unit rates, and market conditions. Billings will be based upon actual amounts of units required and volumes of material disposed. Actual material costs are subject to change based on unit rates and market conditions.

An Energy and Recovery Surcharge of 18% will be added to the total cost of each invoice. It is understood and agreed by the Client that the 18% Energy and Recovery Surcharge is not negotiable.

This represents our best judgment at this time as to the effort required to achieve the stated objectives. It must be recognized that unforeseen conditions, which may become evident during the project may alter or increase the effort required. Actual charges may increase or decrease depending upon the execution of work.

It is understood and agreed by the Customer and/or the generator (owner) owns any and all waste from cradle to grave and NRC assumes no liability for any and all waste generated or disposed.

Thank you for the opportunity to submit this proposal. We look forward to discussing the project with you. I can be reached at 619-235-3330/858-583-1059 or via email at Jennifer.Le@usecology.com.

Sincerely,

Jennifer Le

Jennifer Le
Project Manager

If the proposal is understood and accepted, please sign and return to NRC. By accepting and signing the above-referenced proposal, the Customer hereby accepts any and all terms and conditions set forth herein or attached hereto and hereby authorizes NRC to commence services described in this proposal as defined herein and grants access, at reasonable times, to the described property. This proposal is valid for a period of thirty (30) days. Facsimile and electronic signatures shall and will be considered original signatures.

Name (print): Kimberly A. Thorne Signature: *Kimberly A. Thorne*
Title: General Manager Date: 9/30/22

Attachments:
NRC Terms & Conditions
Cost Estimate(s)

APPENDIX A
TERMS AND CONDITIONS

1. TERMS AND CONDITIONS: These terms and conditions apply to all Services performed by NRC (as defined on the Proposal) for Customer. The Proposal and this Appendix A (collectively "Agreement") constitute the entire agreement of the parties. Provisions contained in a purchase order or other documents provided by Customer that vary or conflict with the terms contained in this Agreement are hereby rejected, even if signed by NRC. This Agreement may be signed in multiple counterparts. Facsimile, scanned or electronic signatures, copies of this Agreement, and daily work reports are valid and binding on the parties.

2. PAYMENT AND CREDIT:

- a. Customer shall pay NRC in full for all services properly rendered under this Agreement within 30 days from the date of receipt of each of NRC's invoices. **Payments are not contingent upon Customer's receipt of funds from any third party, including but not limited to owner payments, government funding, or insurance payments.**
- b. Invoices shall be rendered either periodically or upon completion of the Services. NRC's acceptance of any payment or partial payment for Services rendered shall be done without prejudice to any further rights or remedies NRC may have, including but not limited to the collection of any additional monies owed to NRC.
- c. If NRC's invoice is not paid within 30 days from the date of invoice, Customer agrees that NRC will have the right, without further notice, to terminate NRC's services until all past due and outstanding amounts are paid and NRC receives adequate assurance of Customer's prompt future payment. Payments received more than 30 days past due are subject to interest charges of 1.5% per month, or the maximum rate allowed by law, whichever is less.
- d. Amounts paid will be credited first to accrued interest, then to the oldest unpaid balance. In addition, Customer shall reimburse NRC for all costs incurred to collect overdue amounts, including but not limited to collection fees, filing fees, costs of litigation or alternate dispute resolution, attorneys' fees (including time expended by in-house counsel) and charges for time spent by NRC personnel. NRC reserves all legal rights and recourses against Customer, its property and the property owner for failure of Customer to pay invoices when due.
- e. Provision of the Services is subject to and contingent upon NRC's credit approval of Customer. Upon request by NRC, Customer shall provide security for payment as follows: (i) by depositing funds in an escrow account with an escrow agent on terms acceptable to NRC; (ii) by providing a standby letter of credit in favor of NRC issued on terms and by a commercial bank acceptable to NRC; or (iii) by arranging such other form of security or credit arrangement on terms acceptable to NRC. The amount of security shall be determined in NRC's sole discretion as appropriate under the circumstances and shall be increased as required by NRC. Nothing herein shall obligate NRC to continue to provide Services when NRC has not been provided with acceptable security.

3. COMPLIANCE WITH LAWS: Both Parties shall comply with all applicable laws and regulations. In the event of changes in laws or regulations affecting the Services, NRC shall inform Customer of such changes and the impact these may have on the Services, cost or scheduling. Such changes are to be treated as an Unanticipated Condition under the terms defined in the respective paragraph below.

4. FINES: Customer shall pay any fines, penalties or other sums resulting from violation of, or failure of Customer to comply with any laws, codes, standards, statutes, regulations, or administrative or judicial order.

5. CUSTOMER REPRESENTATIVE: Customer shall provide all criteria and full information about the Work Site, including Customer's requirements for the project, any Conditions, present and past activities engaged in, and the substances and materials known or likely to be encountered; designate a persons to act with authority of Customer and provide NRC continuing access to Customer or Customer's representative; Customer or Customer's representative is to examine and respond promptly to NRC's inquiries and submissions.

6. DAILY WORK REPORTS (TIME & MATERIAL PROJECTS): Daily work reports will be the mechanism to document and verify personnel, equipment, materials and outside services utilized by NRC in the performance of the Services. If Customer's representative is not available to sign daily work reports, it is Customer's responsibility to ensure prompt review and approval of daily work reports submitted electronically by NRC. Customer's failure to (i) sign and return facsimile or electronic daily work reports sent to Customer's fax number or email address, or (ii) provide its written objection to daily work reports within 24 hours, will constitute acceptance of the resources reported by NRC.

7. PROJECT REVIEW: Customer or Customer's representative shall promptly initiate a review of the project with NRC or NRC's representative upon completion of the Services to identify in writing any incomplete, defective or unsatisfactory service. If no incomplete, defective or unsatisfactory service is identified in writing within five (5) days of the completion of the Services, the Services shall be deemed accepted by Customer.

8. HANDLING OF WASTE: References to "Customer" in this paragraph shall mean the Customer or the generator of the waste. By performing the Services, NRC does not accept or acquire (i) title to any waste handled by NRC; or (ii) the status or liability of the generator, owner, operator or arranger of transportation, treatment, storage or disposal, as defined by federal and state laws governing the handling, treatment, storage or disposal of solid or hazardous waste. If requested, NRC will transport waste or cause it to be transported under a waste manifest executed by Customer to a disposal or treatment facility selected by Customer. Customer shall pay all fees and taxes arising from or related to handling, transportation and disposal of the waste. If NRC arranges for the transportation and disposal of waste, executes contracts with disposal facilities, completes and signs waste profiles or waste manifests, or makes payment for transportation or disposal services, these activities are performed by NRC only as Customer's agent. Customer shall remain responsible for any claims by the disposal facility with respect to the waste and shall look solely to the disposal facility in the event of a release or other liability arising from the disposal service. Prices quoted by NRC for transportation and disposal of waste do not constitute a selection of the disposal facility and will be subject to adjustment in the event the disposal facility increases its price to NRC or Customer designates an alternate facility.

9. WASTE PROFILE SHEET: Prior to the time of shipment and/or loading, Customer shall sign a Waste Profile sheet with approval by a disposal facility in advance of scheduling the Services. Customer shall also sign waste shipping documents at the time of shipment (prior to loading). Such documents must also include a separate shipping paper for disposal of any truck wash waste.

10. SCHEDULE: NRC shall use reasonable efforts to complete the Services according to the agreed schedule. However, no warranties or representations are made as to the completion date of any Services undertaken and Customer will not have any right to damages arising from delays of NRC in the completion of the Services.

11. UNANTICIPATED CONDITIONS: If during the performance of the Services, NRC discovers (i) subsurface or other latent physical conditions at the Work Site which differ materially from those indicated in this Agreement; or (ii) unknown physical conditions at the site, including but not limited to any non-hazardous or hazardous materials and/or substances, which differ materially from those ordinarily encountered or could not have been reasonably anticipated at the commencement of this Agreement; or (iii) changes in laws or required standards, and directions by governmental agencies (all such discoveries hereinafter referred to as "Unanticipated Conditions"), NRC shall notify Customer as soon as is practically possible. The Customer shall respond to NRC's notification within 3 business days as to the course of action it would like NRC to take with regard to the Unanticipated Condition. The discovery of Unanticipated Conditions requiring a re-negotiation or termination of this Agreement. Such negotiations must occur promptly and in good faith. If a re-negotiated Agreement cannot be developed, NRC has the right to terminate this Agreement without penalty or cause. In the event of a termination, NRC is to be paid for all Services performed up to the termination date.

12. FORCE MAJEURE: Except as otherwise expressly provided in this Agreement, if NRC, through causes, conditions, or events beyond its control, is delayed in the performance of the Services and as a result will be unable to complete the Services fully and satisfactorily within the time fixed therefore, NRC will be granted an excuse of performance or an appropriate extension of time by Customer pursuant to a change order negotiated by Customer and NRC in good faith.

13. SUBSURFACE STRUCTURES: Customer will furnish to NRC any and all information available identifying the type and location of Subsurface Structures at the Work Site. NRC will also use reasonable diligence to identify and contact the local Underground Facilities Protective Organization or equivalent for the same purposes described herein prior to commencement of any drilling or other excavation. NRC is not responsible for any losses from, damage to, or loss of use of, any Subsurface Structure not accurately located and/or identified by Customer or others as requiring special protection (at Customer's additional cost). NRC's only obligation with respect to Subsurface Structures is to use reasonable care under the circumstances when excavating in or near locations identified by Customer or the local Underground Facilities Protective Organization or equivalent, if any.

14. CROSS-CONTAMINATION: Customer acknowledges and understands that sampling and/or material handling may result in unavoidable cross-contamination of certain subsurface areas, such as aquifers, underground streams, or other hydrous bodies not previously contaminated. Because NRC cannot totally eliminate the risk despite the use of due and reasonable care, and because sampling is an essential element of NRC's services indicated herein, Customer shall, to the fullest extent permitted by law, waive any claim against NRC arising from cross-contamination alleged caused by NRC sampling and/or material handling.

15. INDEMNITY:

Customer shall indemnify and defend, NRC from and against all loss, liability, claims, litigation, proceedings, damages, fines, penalties costs or expenses (including defense costs and attorney's fees) incurred from or in connection with the Services (including claims of bodily injury or death, property damage, environmental release, impairment, pollution or condition or any other cause) arising from Customer's misconduct, negligence, acts, errors or omissions, violations of law, or breach of this Agreement.

As a material term of this Agreement, NRC agrees to hold harmless, indemnify, and defend the Customer and its directors, officers, employees, agents, and representatives from and against any and all demands, liability, claims, suits, actions, damages, costs, fees, expenses, fines, and penalties, of whatever type or nature, including, but not limited to, reasonable attorney fees, to the extent arising out of, pertaining to, or relating to the willful misconduct, recklessness, or negligence of NRC, including its directors, officers, employees, agents, subcontractors, sub-consultants, suppliers, independent contractors, or other persons and entities employed or utilized by NRC in the performance of this Agreement. In the event that any administrative proceeding, litigation or arbitration, for which NRC is required to indemnify hereunder, is instituted naming the Customer or any other indemnified parties as a defendant, the Customer and such other indemnified parties shall be entitled to appoint their own independent counsel to represent them, and NRC agrees to pay all reasonable attorney's fees, expert fees and costs, and litigation costs associated with this defense within thirty (30) days of any billing; provided however, that the NRC's obligation shall be limited to the extent that the NRC establishes its proportionate percentage of fault by stipulation of all the parties to the proceeding or a final adjudicatory determination.

16. LIMIT OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS OR LOSS OF USE, REGARDLESS OF THE CAUSE, INCLUDING NEGLIGENCE, EVEN IF SUCH DAMAGES WERE WITHIN THE CONTEMPLATION OF OR REASONABLY FORESEEABLE BY THE PARTIES.

17. INSURANCE: During the performance of the Services, NRC shall maintain worker's compensation and employer's liability insurance; commercial general liability insurance in the amount of \$1,000,000 per occurrence; automobile liability insurance in the amount of \$1,000,000 combined single limit; and contractor's pollution liability insurance in the amount of \$1,000,000. Customer will be an additional insured on the general and automobile liability policies per blanket endorsements to the extent of NRC's liability under this Agreement.

18. ACCESS: Customer grants a license to NRC and right of way to and over Customer's property (including utilities located thereon) for the purposes related to this Agreement. Customer's license to NRC survives termination of this Agreement and will continue for a reasonable period of time for the purpose of allowing NRC to remove its equipment and all other property from the Work Site.

19. MODIFICATION: Except where otherwise provided in this agreement, no terms, conditions, prior Agreements or Work Orders, Change Orders or agreements purporting to modify, vary, supplement or explain any provision of this Agreement will be valid unless in writing and signed by representatives of both parties authorized to amend this Agreement. In the case of emergency situations however, oral modifications mutually agreed to by Customer and NRC will be binding and effective as against all parties up and until such modifications are subsequently memorialized in a written Change Order or other writing. Failure of Customer or Customer's authorized representative to sign and submit such Change Order or writing to NRC will not negate or otherwise affect the validity or enforceability of such oral modifications.

20. NO WAIVER: No waiver by NRC of any breach of any term or condition in this Agreement shall operate as a waiver of any subsequent breach of any other term or condition of this Agreement.

21. WARRANTY:

- a. NRC shall provide the services in accordance with the applicable professional and trade standards, standards published by the Owner, and all federal, state and local regulations and statutes. THIS WARRANTY IS IN LIEU OF, AND EXCLUDES ALL OTHER WARRANTIES, STANDARDS AND GUARANTEES, WHETHER EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF ANY EQUIPMENT, MACHINERY, PROCESS OR SYSTEM EMPLOYED OR PROVIDED BY NRC. CUSTOMER'S SOLE REMEDY AND NRC'S SOLE LIABILITY FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT OR OTHERWISE WILL BE THE RE-PERFORMANCE OF THE SERVICES IN QUESTION TO THE EXTENT NECESSARY TO CURE THE BREACH. Such remedy will be available to Customer only if Customer reports the breach to NRC within 60 days after discovery of the breach and during the performance of the Services for emergency response Services, or, in the case of other Services no later than one (1) year after completion of the Service in question.
- b. After Final Completion of the Services, NRC will not be responsible for the performance of any further remedial action, removal actions or cleanup of hazardous waste or hazardous substances at the site that the Customer may be ordered, directed or required to perform by any governmental authority, unless such action is necessary as a direct result of NRC's failure to perform this Contract, or its recklessness or intentional misconduct in the performance of the Services.
- c. Unless otherwise warranted, response activities provided by NRC will be for the purpose of minimizing, to the extent practicable, the environmental damage and health and safety risks of spills or releases of petroleum or other hazardous substances. As such the released oil or hazardous substance involved may not be eliminated from the Site by response activities. NRC DOES NOT WARRANT, BY THE TERMS OF THIS AGREEMENT OR BY UNDERTAKING A RESPONSE TO SPILLED OIL OR HAZARDOUS SUBSTANCE PURSUANT

TO THIS AGREEMENT, THAT SUCH RESPONSE WILL RENDER THE SITE SAFE FOR ANY FORM OF HUMAN ACTIVITY OR IN COMPLIANCE WITH ANY STATE, LOCAL OR FEDERAL LAW. UNDER NO CIRCUMSTANCES SHALL NRC BE LIABLE OR RESPONSIBLE FOR ANY PRE-EXISTING CONTAMINATION OR CONDITIONS.

22. SEVERABILITY: If any provision of this Agreement is determined to be unenforceable or invalid, then that provision is to be either (i) modified to the minimum extent necessary to reflect the Parties' original intention and make it enforceable if permitted by law; or (ii) disregarded if modification is not permitted by law. The remainder of this Agreement will remain binding and effective against all Parties.

23. LAW AND JURISDICTION: This Agreement and the rights and obligations of the parties is to be governed by the laws of the State or Commonwealth in which the Services are to be performed. Any suit, action or proceeding brought by any party is to be commenced exclusively in the appropriate state court situated in the county nearest to NRC's office that contracted for the Services, and each party submits to the exclusive jurisdiction of such court. The parties waive any right to trial by jury with respect to any claim, counterclaim or action arising from the terms of this agreement.

24. ASSIGNMENT: NRC may, with the prior consent of Customer, delegate, the performance of the Services. However, any delegation by NRC shall not operate to relieve NRC of its responsibilities hereunder. Customer may not assign any rights or remedies hereunder without the prior written consent of NRC.

25. SUSPENSION OR TERMINATION: NRC may suspend or terminate the Services or this Agreement at any time in the event of (i) failure of Customer to timely pay amounts due, or (ii) breach by Customer of any provision of this Agreement. Customer shall be responsible for all charges incurred by NRC as a result of such termination or suspension, in addition to charges for Services performed hereunder. The term of this Agreement will continue from the date it is fully executed until the completion of the Services or earlier termination by either party on at least three (3) business days prior written notice. All Services performed by NRC prior to the effective date of termination is to be deemed to have been performed during the term of this Agreement. In the event of a termination by Customer, NRC is to be paid by Customer, in accordance with the provisions for payments, for all Services performed up to the notice of termination date.

26. NOTICE OF CLAIM: As a condition precedent to the commencement of any action or special proceeding against NRC, Customer shall provide NRC with a written notice of claim specifying the grounds upon which the claim will be based. In addition, such notice must: (a) reasonably identify the contract; (b) identify the date, duration, and nature of any breach or default, actual or suspected, including the nature of any damage, injury, and/or loss; and (c) estimate or state the damage amount and how it was calculated. After such notice of claim is served and prior to the commencement of any action or special proceeding against NRC, Customer will give NRC two (2) business days in which to correct or diligently commence and pursue correction or cure of such breach or default described in the notice of claim. Customer's payment for services rendered after such notice is given is to be interpreted as and mean that Customer is satisfied with NRC's services.

27. LITIGATION AND COLLECTION COSTS:

- a. In the event either Party initiates a claim or legal action concerning issues arising out of the performance or nonperformance of this Agreement against the other, the non-prevailing party will pay the prevailing party's expenses of litigation, including reasonable attorneys' fees.
- b. In the event either party fails to promptly pay the other's invoiced costs and expenses, the non-prevailing party agrees to pay the prevailing party's reasonable collection expenses, including attorneys' fees. This provision shall have no applicability or binding effect if such legal action or proceeding is resolved by means of settlement.
- c. In the event of any dispute involving Customer or the subject matter of the Services in which NRC is either not a named party or not at fault. Customer shall pay NRC for any reasonable attorneys' fees, legal expenses and other costs incurred or time spent in responding, defending or participating in such litigation, including costs and time of NRC or its personnel when called or subpoenaed for depositions, examinations, appearances or document production.

28. REIMBURSABLE EXPENSES: Customer shall reimburse NRC for services requested by the Customer at total cost for those expenses outside of the scope of the proposed Services and/or this Agreement, together with any subsequent Change Orders. Such expenses and fees will appear on NRC's invoice(s) to Customer. If the services covered by this Agreement are subject to local, state or federal taxes, fees or surcharges, such additional costs will be charged to Customer. Mobilization and de-mobilization expenses incurred as a result of work stoppages exceeding 3 days not directly caused by NRC will be charged to Customer.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and shall supersede all prior negotiations, understandings and writings whether oral or written between the parties relating to the subject matter of this Agreement. There are no oral agreements in connection with this Agreement.