

ACCESS AGREEMENT

This ACCESS AGREEMENT (the “**Agreement**”) is made and entered into as of the 9th day of February 2023 (the “**Effective Date**”), by and between the CITY OF WAUKESHA DEPARTMENT OF PUBLIC WORKS, whose address is 201 Delafield St., Waukesha, WI 53188 (the “**Grantor**”) and TETRA TECH, INC., whose address is 630 Riverfront Dr., Suite 100, Sheboygan, WI 53081 (the “**Grantee**”).

WITNESSETH

WHEREAS, Grantor is the owner of certain real property located at 600 Sentry Dr., Waukesha WI 53186 (the “**Property**”);

WHEREAS Grantee desires access to the plant to drill, install, monitor, and maintain seven (7) groundwater monitoring wells (PW-2 through PW-8) at the Waukesha City Wastewater Plant and install one staff gauge in the outfall ditch drainage of the plant (the “**Work**”) as more fully described in Exhibit “A”;

WHEREAS, Grantee must enter the plant to perform the Work and requested Grantor’s consent to such entry; and,

WHEREAS, Grantor is willing to allow Grantee to enter the plant to perform the Work, and for no other purpose, under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee agree as follows:

1. **Access to Site.** Grantor grants to Grantee and their employees, consultants, contractors, invitees, or designated representatives (collectively, “**Grantee**”) the right to enter the wastewater plant between the hours of 7:00 a.m. and 4:00 p.m. Monday-Friday to perform the Work upon Grantee’s full execution of this Agreement, except for test instruments, equipment, or other devices that may be required to remain in the Property. Neither Grantee nor any of their employees, consultants, contractors, invitees, or designated representatives shall have any right to be present on or enter the plant should the Grantor revoke the rights granted in this Agreement by written notice to Grantee.
2. **Site Investigation.** Grantor grants to Grantee and their employees, consultants, contractors, invitees, or designated representatives (collectively, “**Grantee**”) to drill, construct, operate, and maintain seven (7) groundwater monitoring wells (PW-2 through PW-8) and install one staff gauge in the outfall ditch drainage of the plant. Grantee shall engage a utilities location service at its own expense to perform a location of all underground utilities within the area in which the monitoring wells will be located. The final location of each of the wells shall be approved by the Grantor before any work is performed by Grantee. Grantee shall bear all risk of damage to underground pipes, cables, conduits, and other facilities caused by Grantee’s work, and shall fully reimburse Grantor for the costs of repair to such damaged underground facilities.
3. **Use of Facility.** In the performance of the Work, the Grantee shall not unreasonably interfere with the Grantor’s use, occupation, or enjoyment of the property. The Grantor is entitled but not obligated to monitor the Work. Grantee shall coordinate all Work activities with Grantor’s representatives. Grantee warrants that it shall pursue the Work diligently to effect its prompt completion, remove from the project area all waste resulting and equipment used for the Work; and,

upon the termination of this Agreement; promptly cause the monitoring well to be properly filled, sealed, and abandoned at Grantee's sole cost and expense in accordance with all applicable environmental laws and regulations; and restore the surface of the project area to substantially the same condition which existed prior to the Work, subject to the requirements of the Work.

4. **Work Plan and Performance of the Work.** At least five (5) business days before commencement of the Work, Grantee shall provide a Work Plan to Grantor (which is hereby incorporated into this Agreement by reference), which specifies the well installation procedures, well development and purging, sampling methodology, frequency, and an appropriate health and safety plan. The sample analysis shall be limited to chlorinated solvents unless otherwise required by the Wisconsin Department of Natural Resources. Grantee shall notify Grantor of any change to the type of analysis being conducted. Grantee shall notify Grantor in the manner provided below at least 24 hours prior to commencement of the Work. The Grantee shall make groundwater samples available to the Grantor. Grantee warrants that Grantee possesses the education, training, experience, skill, and all licenses, certifications, or other authorizations required to perform and complete the Work properly and safely. Grantee shall comply at all times during the performance of the Work with all health, safety, and environmental laws and regulations applicable to Grantee, the Work, and/or the project area included in the Work and shall conduct all operations at the project area carefully and prudently, utilizing safety practices normally followed in prudent operations under similar circumstances. Grantee shall obtain and maintain any or all permits, approvals, and/or authorizations for the Work required by applicable health, safety, and environmental laws. Grantee agrees to assume full responsibility and liability for the proper characterization, containerization, removal, and disposal of any or all materials that result from Grantee's activities on the wastewater plant, and all samples taken in the course of the Work shall be disposed of off-site by Grantee in accordance with applicable laws.

5. **Liens.** The Work will be performed and completed at the sole cost and expense of the Grantee. Grantee shall promptly pay any contractors or materialmen for all work done and performed, to prevent the assertion or imposition of mechanic liens, materialmen's liens, and other liens upon or against the Property. In the event any lien is asserted or filed against the Property, Grantee shall remove or bond against or discharge the same within thirty (30) days after written request by Grantor. In the event Grantee fails to remove or bond over said lien within said thirty (30) day period, or otherwise provide security to cover the lien satisfactory to Grantor and such lien is attached to the Property, the Grantor may, at its sole discretion, elect to satisfy and remove the lien by paying the full amount claimed without investigating the validity thereof, and Grantee shall pay Grantor upon demand the amount paid out by Grantor on Grantee's behalf, including Grantor's reasonable attorney's fees.

6. **Insurance.** Grantee shall maintain and provide, and shall require any contractors to maintain and provide, Grantor with evidence of the following insurance: commercial general liability insurance as will protect the Grantor against claims for bodily injury, death, or property damage occurring in or the work area or any improvements thereon or in or about any adjoining street, sidewalks and passageways or in connection with the Work; such insurance to afford protection to a limit of \$3,000,000 combined single limit per occurrence and automobile liability insurance (Grantee's owned, non-owned and hired vehicles) in the amount of \$1,000,000 combined single limit each occurrence. It is further agreed that the Grantor shall be specified as an additional insured, as its interests may appear, on the Grantee's policies. In addition to the above policies, Grantee shall maintain and keep in full force and effect workers' compensation insurance at required statutory levels.

7. **Indemnification.** Grantee shall, to the maximum extent permitted by law, hold the Grantor, its parent, subsidiaries, and affiliated companies (hereafter the "**Indemnified Party**") harmless from any or all costs, expenses, damages, claims, and causes of action, including without limitation natural resource

damages, governmental fines or penalties, the costs of environmental investigation, remediation and/or monitoring, and the reasonable fees of attorneys and experts which may be asserted against Grantor because of personal injury, disease or death, damage to the environment, or damage to or destruction of property arising to any extent from Grantee's negligent performance of the Work, but excluding liability arising as a result of Grantor's ownership of the Property, or the actions or omissions of any employee or agent of Grantor. Such obligation to hold harmless is subject to the following conditions: Indemnified Party gives the Grantee (i) prompt written notice of any such claim; (ii) continuous cooperation in the defense of such claim, and (iii) complete and sole control over the defense and settlement of any such claim. The Indemnified Party shall be solely responsible for attorneys' fees and costs it incurs independently of the Grantee's representation. The indemnification obligations of Grantee under this Agreement shall survive the expiration or earlier termination of this Agreement.

8. **Termination.** This Agreement shall remain in effect for twelve (12) months from the Effective Date, provided; however, either party may terminate this Agreement upon thirty (30) days written notice to the other party.

9. **Notice.** Unless otherwise specified herein, all notices shall be in writing addressed to the intended recipient at the address of such person set forth below and shall be either delivered to such person by express courier service, delivery charges prepaid and receipt acknowledged in writing, by U.S. certified mail, return receipt requested, postage prepaid. If provided, notices shall concurrently be given to the email address(es) appearing below. The parties may at any time and from time to time by Notice given as herein provided change the address to which future notices to such party are to be given.

In the case of the Grantor to:
City of Waukesha Clean Water Plant
Attn: Jeff Harenda
Plant Manager
600 Sentry Drive
Waukesha, WI. 53186
Email: jharenda@waukesha-wi.gov

With Copy to: City of Waukesha Department of Public Works
Attn: Alex Damien
City of Waukesha Interim Director of Public Works
201 Delafield St., 2nd Floor
Waukesha, WI 53188
Email: adamien@waukesha-wi.gov

In the case of Grantee to:
Tetra Tech, Inc.
Attn: Prosper Gbolo
630 Riverfront Drive
Suite 100
Sheboygan, WI. 53081
Email: prosper.gbolo@tetrattech.com

10. **Miscellaneous.**

- a. Governing Law: The laws of the State of Wisconsin without regard to its conflicts of law principles shall govern the validity, interpretations, and performance of this Agreement.

- b. Entire Agreement: The terms and conditions hereof constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous communications, whether oral or written, between the parties. No modification or waiver of the terms or conditions hereof shall be binding upon any party unless approved in writing by authorized representatives of the other parties.
- c. No Waiver: The failure by any party to enforce its rights under this Agreement on any occasion shall not operate as or be deemed to be a waiver of any future enforcement or exercise of such rights.
- d. No Assignment: This Agreement cannot be assigned by any party without the prior written approval of all parties to this Agreement.
- e. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, subject to the restriction on assignment above.
- f. Third-Party. This Agreement is not intended for the benefit of any third party and is not enforceable by any third party.
- g. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below.

**Grantor:
City of Waukesha Department of Public Works**

Sign: _____
 Date: _____
 Name: _____
 Title: _____

**Grantee:
Tetra Tech, Inc.**


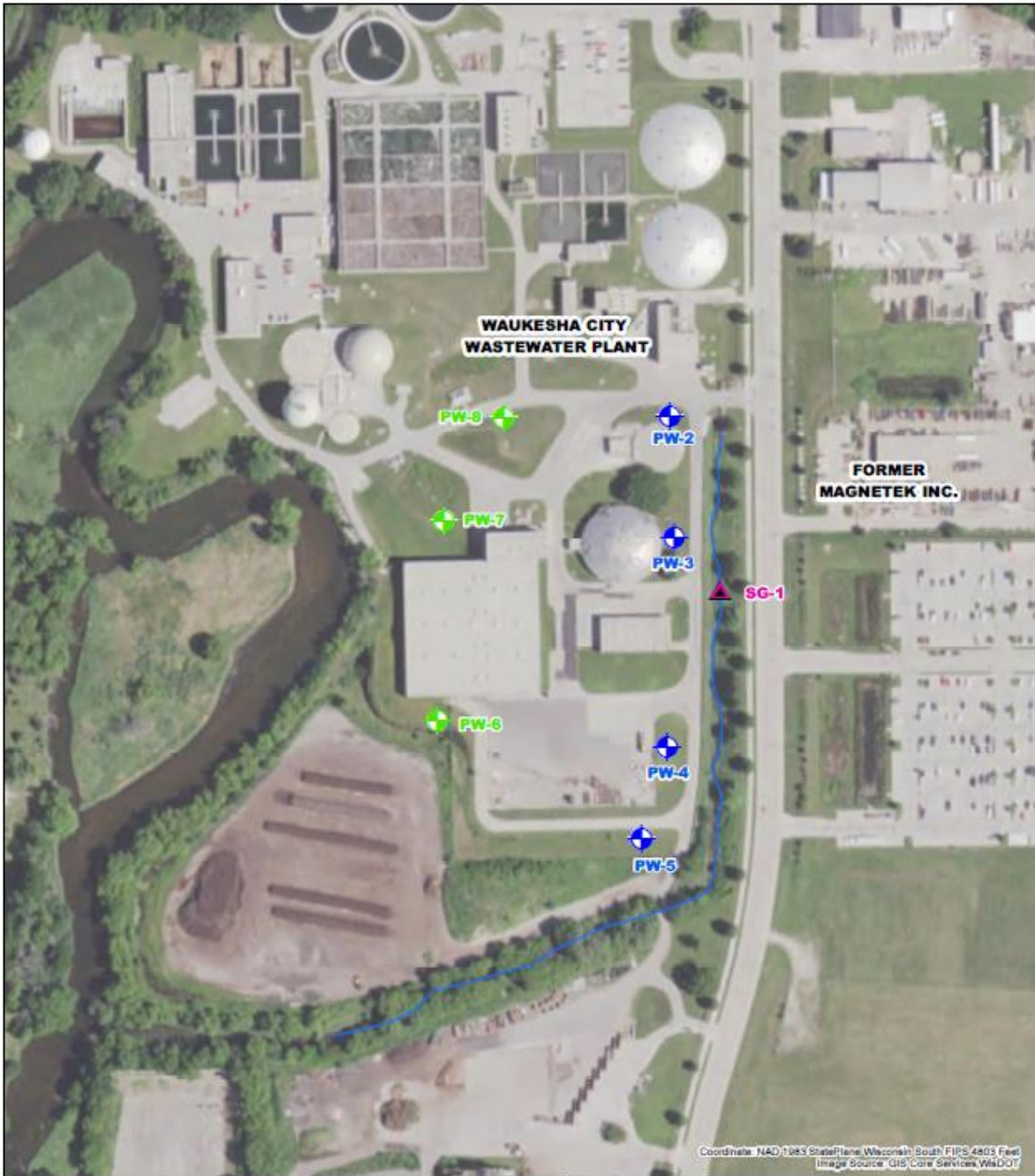
Sign:  _____
 Date: 2/9/2023
 Name: Prosper Gbolo, Ph.D., P.G.
 Title: Senior Hydrogeologist/Project Manager

EXHIBIT 1
Project Area



Legend

-  Staff Gauge
-  Proposed Well Location (Phase I)
-  Step out Well Location (Phase II)
-  WWTP Discharge



PROPOSED MONITORING WELLS & STAFF GAUGE LOCATIONS
WAUKESHA CITY WASTEWATER PLANT
WAUKESHA, WISCONSIN

DRN BY: PG	September 19, 2022	Project No: 117-7731002	EXHIBIT A
APPO BY: JRD	Revision: 0		