

NEGOTIATING THE CONTRACT

Before you sign a contract with a consultant, ask yourself some questions. Do I have a clear understanding of the scope of work, how long the cleanup could take and how much the cleanup may cost? Some consultants may provide a contract that tends to protect their interest. You should feel free to revise the contract or choose not to use it at all. As with any contract, make sure all of your questions are answered before you sign.

Require that the cost estimate cannot be exceeded without prior written authorization from you. If you feel the consultant is deviating from the terms of your contract, ask for explanations. Remember, you are in control of the money you spend.

The consultant's contract may include a termination clause allowing them to assess a penalty fee if you terminate their services. You may wish to add language to the contract allowing you to terminate the contract for a valid reason without penalty provided you give the consultant prior written notice stating your intent. To protect your interest in the project, include a provision requiring a 10 day written notice if the consultant chooses to terminate their services. Be aware that some consultants may use a document known as "terms and conditions" which will become a part of the contract. Be sure you understand and agree with the contents of this document.

Ask the consultant to identify the project manager working at your site and request the names of other clients whose cleanup sites the project manager has directed. Call those references and ask about the consulting firm and the project manager's qualifications and experience related to agricultural chemical cleanups. You may also contact the Department.

An experienced and qualified consultant will be familiar with the requirements of **ATCP 35, Wis. Adm. Code**. Your contract with the consultant should specify that it is the consultant's responsibility to be informed and assist you in complying with all applicable laws, rules and guidelines as the cleanup progresses. The contract should also specify that prior authorization is required for services that are ineligible for reimbursement from the ACCP fund.