



April 1, 2022

ATLAS Technical
Consultants, LLC

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Mr. Kevin Krulik
City Engineer
401 South Meridian Street
Lebanon, IN 46052
KKrulik@lebanon.in.gov

**SUBJECT: Proposal for Baseline Investigation Monitoring Well
Installation
Solid Waste Program I.D. 06-02
Boone Country, Indiana
Atlas Proposal No. 22-04561**

Dear Mr. Krulik:

At your request, we have prepared this proposal for this Baseline Investigation Monitoring Well Installation. Indiana's Department of Environmental Management (IDEM) reviewed the post-closure re-use plan for the closed City of Lebanon Landfill. The city proposed improving the closed landfill by developing a bike park. In response to a request for additional information from IDEM, the City of Lebanon submitted a *Baseline Investigation Monitoring Well Installation Work Plan (Work Plan)* in February 2022. The Work Plan described a baseline investigation that includes installing four (4) monitoring wells and collecting eight (8) sets of groundwater samples from the wells. This proposal describes the scope of work and cost estimate to perform the tasks described in the Work Plan.

SCOPE OF WORK

TASK 1- Health & Safety. Atlas's Principal Geologist or Senior Project Manager will manage project implementation. The project manager will coordinate the work with Atlas's Principal Engineer who has supported design work associated with the proposed bike park. Atlas project personnel will create and review a Health and Safety Plan (HASP) designed to address the potential hazards associated with this site.

Unless otherwise specified by the City of Lebanon, it is assumed that during drilling activities Atlas's field geologist will serve as the site safety officer. The site safety officer will make observations and recognize and document potential unsafe practices. The site safety officer will conduct daily pre-job briefings and will provide the senior project manager with daily updates. All safety concerns will be reported and addressed immediately.

Unmarked buried utilities represent a hazard to safe drilling. As part of our standard health and safety program, ATC will contact Indiana 811 to locate underground utilities that are owned by the member utility companies, however, it is assumed that City of Lebanon personnel will accurately mark the locations of all underground utilities that may be present at and in the vicinity of the proposed drilling locations. This cost estimate does not include the expense to subcontract a private utility locator service. If it's necessary to use a private utility locating service for safe drilling operations, Atlas will consult with you and provide a written change order.

Other potential drilling hazards include overhead power lines and landfill gas. It will be necessary to maintain safe offset distances from overhead power lines. For this drilling effort Atlas will utilize a methane meter to help protect the drill crew from any possible explosive gas pockets they may encounter while drilling.

Task 2 - Pre-drilling Site Reconnaissance and Utility Clearance. Prior to initiation of drilling activities, Atlas personnel will visit the site to evaluate drill rig access, stake the proposed soil boring locations, and clear utilities at each of the 4 locations. It is assumed that City of Lebanon personnel will be able to provide assistance to Atlas and during this site visit. It is assumed that City of Lebanon personnel assisting during this site visit will be familiar with the existing underground utilities at the site or as-built plans will be provided to Atlas.

Task 3 - Monitoring Wells Installation and Development.

Atlas will install four (4) monitoring wells as specified in the Work Plan. It is assumed that MW-LB1, MWLB-2, and MW-LB-3 will be down gradient, (North side of the closed landfill) while MW-LB4 is assumed to be up gradient (South side of the closed landfill). The actual locations will be determined by drill rig access, ground conditions, and the presence of brush and tree overgrowth.

In accordance with the Work Plan, the wells will be screened at target elevations that are similar to elevations of residential wells in the area. The anticipated drilling depths range from 77 to 100 feet below ground surface (bgs).

The wells will be drilled using a rotary drilling rig capable of collecting continuous split-spoon samples. All equipment that will encounter formation materials will be decontaminated prior to drilling each new borehole, and each well will be constructed and sealed in mitigating against the potential for cross contamination. Equipment decontamination will consist of using a high pressure hot water wash to clean drilling equipment and drill tools before they are used at each new boring location. Split spoon samplers will be decontaminated with a mild detergent wash and a potable water rinse before collecting each new sample.

The scope of services includes the expense to develop the monitoring wells. Using a submersible pump, the wellhead will be surged then pumped until approximately ten (10) well volumes have been produced, if possible. This proposal assumes that development water can be disposed of on the ground at least 25 feet away from the well.

This proposal also includes the expense for eight (8) soil samples to be laboratory tested. Four (4) of these samples would be dedicated to grain size testing of any potential granular materials that may be encountered across the screened interval. The remaining four (4) samples would be utilized for Atterburg and grain size testing of any potential cohesive soils collected above the screened interval.

Task 4 – Quarterly Groundwater Sampling As stated in the Work Plan, Atlas will conduct four (4) quarterly sampling events one year prior to the opening of the bike park and four (4) sampling events after the bike park's completion. For these sampling events it is assumed that low-flow sampling is not required, and that the monitoring wells will instead be sampled with disposable or dedicated bailers. With this sampling method, Atlas will purge three (3) well volumes with a submersible pump and for all field filtered samples the use of a peristaltic pump will be required. In reference to the work plan, Atlas will be monitoring for the following inorganic constituents:

Dissolved arsenic
Dissolved barium
Dissolved cadmium
Dissolved chromium
Dissolved lead
Dissolved mercury
Nitrate (as N)
Dissolved selenium
Dissolved silver
Fluoride

Samples will also be tested for forty (40) volatile organic compounds listed in Indiana's former solid waste regulations at 329 IAC 2-16-10(2).

Decontamination Procedures

Sampling equipment and supplies (i.e. gloves, hand augers, etc.) will be dedicated to a specific sample location and disposed of after use or decontaminated between sample collection. Sampling personnel are to wear clean latex or nitrile gloves at any time they are handling equipment or containers and will take all precautions to avoid contamination of equipment and supplies. Parts or surfaces of the portable non-dedicated equipment that come in contact with Site media will be decontaminated prior to use and between sample collection points by washing with a non-phosphate detergent wash, followed by a rinse in potable water.

Project Deliverables & Schedule

Upon authorization to proceed, Atlas will begin work on this project. This drilling program is tentatively scheduled to begin in late April.

During the groundwater testing program, the laboratory analyses will be performed on a standard turn around basis (7-10 business days), and a final report will be prepared and submitted to the client within 20 working days of receipt of the final laboratory report. Analytical results from the testing program conducted after the bike park is in operation will be evaluated using an appropriate statistical test to determine whether bike park development has affected groundwater quality.

Fee Estimate

Atlas estimates the cost to complete the Baseline Investigation Monitoring Well Installation, on a time and material basis, will not exceed \$94,450.45. A breakdown of the cost is attached. Atlas will not exceed the cost estimate for the scope of work without written authorization from the Client. Should the Client require additional work, such as consultation beyond the number of hours estimated to complete this project, extensive report revisions, additional copies of the reports, etc., the same unit rates listed on Atlas's standard fee schedule will apply. If any changes in the scope are indicated by the initial activities, we will consult with you and, with your approval, make such changes as are considered necessary.

Assumptions

- Atlas will have unrestricted access to the Site.
- Inclement weather will not delay the project.
- The work can be performed in level D personnel protective equipment.

- The City of Lebanon will survey as-built locations after the wells are installed. Horizontal coordinates must be surveyed to 0.1 foot, and the elevation of the top of the well riser must be surveyed to 0.01 foot.
- It is assumed that the sampling program will be guided by the Work Plan and that it will not be necessary to prepare a groundwater sampling and analysis plan.
- It is assumed that it will not be necessary to coordinate or permit this work with respect to endangered species, wetlands, or construction in the floodway.
- Laboratory reporting will include standard quality assurance / quality control results. This estimate does not include collecting site-specific matrix spike / matrix spike duplicates (MS/MSDs) or field blanks.

Limitations

The results, findings, conclusions and recommendations, if any, will be based solely on the conditions which are observed in the project area and the information reviewed by Atlas. No warranties or representations, expressed or implied, will be made as to the condition of the properties beyond that observed by Atlas.

Authorization

Our professional services will be performed, our findings obtained and our recommendations prepared in accordance with customary principles and practices in the fields of environmental science and engineering. This warranty is in lieu of all other warranties either express or implied and no other warranties will be given.

Please acknowledge the terms of our proposal by completing the requested information and signing, dating and returning copies of the Client Service Agreement and Proposal Acceptance Form attached to the proposal. The written proposal, including the terms and conditions, will serve as a full record of the contract. This proposal and any associated terms and conditions are considered to be valid for a period of 90 days from the above date.

If you should have any additional questions about this project, please contact either of the undersigned Atlas representatives at (317) 849-4990.

Sincerely,



Andrew Jaskowiak
Staff Geologist
for Atlas Technical Consultants
andrew.jaskowiak@oneatlas.com



John R. Noel, LPG
Environmental Division Manager
for Atlas Technical Consultants
john.noel@oneatlas.com

Attachments: Fee Schedule & Cost Estimate, Proposal Acceptance Form, Client Services Agreement

**2022 Atlas Fee Schedule and Cost Estimate
Atlas Technical Consulting LLC**

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
ENVIRONMENTAL ENGINEERING PROFESSIONAL SERVICES				
I. PROFESSIONAL STAFF				
1) Engineer/Scientist/AHERA Building Inspector	250	Hr	82.00	20,500.00
2) Staff Engineer/Scientist	177	Hr	107.00	18,939.00
3) Project Engineer/Scientist/Controller		Hr	128.00	
4) Senior Registered/Certified Engineer/Scientist	25	Hr	146.00	3,650.00
5) Principal Engineer/Scientist	51	Hr	169.50	8,644.50
II. SUPPORT STAFF				
1) Project Administrator	2	Hr	58.00	116.00
2) Clerical Services	12	Hr	58.00	696.00
3) Senior Draftsperson	20	Hr	90.00	1,800.00
4) Draftsperson		Hr	61.50	
5) Engineering Technician		Hr	59.50	
6) Senior Engineering Technician		Hr	68.00	
7) Soils Technician		Hr	56.50	
8) Field CQA Supervisor		HR	70.50	
9) Lead QA Monitor		Hr	68.00	
10) QA Monitor I		Hr	56.50	
Environmental Engineering Personnel Subtotal				\$54,345.50

Professional Services Notes:

1. Scientist designation includes geologist, hydrogeologist, environmental scientist, industrial hygienist, biologist, and chemist.
2. Charges for Professional and Support Staff will be made for administration of projects, sample collection, supervision of technician services, field inspection and evaluation, review and analysis of field and laboratory data, report preparation and review, travel time, consultation and meetings related to the project, etc.
3. Time spent in portal-to portal travel in the interest of the job will be charged at the appropriate hourly rate.
4. Personnel services requiring a higher safety protection level (other than Level "D") will be charged at a higher unit rate based on the project level of difficulty.
5. Time spent under section II, items 5 thru 10 will be billed at a 1.4 premium to the above rates for hours worked in excess of 40 per week. The weekly period begins on Saturday and ends on Friday.

	Estimated Quantity	Unit	Unit Price	Extension
ENVIRONMENTAL ENGINEERING EXPENSES				
I. GENERAL EXPENSES				
1) Automobile Transportation - IRS Rate	2000	Mi	0.560	1,120.00
2) Heavy Truck Transportation		Mi	0.65	
3) Subcontract Service or Rental	455	Cost + 10%	1.10	500.50
4) Report Preparation (outside services)		Cost + 10%	1.10	
5) Special Outside Services (e.g., photographer, film, film processing, overnight delivery, etc.)		Cost + 10%	1.10	
6) Per Diem		Day	35.00	
7) Transportation by Commercial Carrier or Rental Car		Cost + 10%	1.10	
8) Out of Town Lodging		Cost + 10%	1.10	
9) Camera		LS	26.00	
10) Color plots (24 in. x 36 in.)		Ea	3.00	
11) Color plots (36 in. x 48 in.)		Ea	4.00	
12) Global Position System (Survey Grade)		Day	184.58	
13) Global Position System (Survey Grade)		Wk	553.73	
14) Nuclear Density Machine		Day	47.60	
15) Nuclear Density Machine		Wk	117.00	
16) Geomembrane Destructive Testing Equip (Field)		Wk	274.50	
17) Field Supplies (i.e., tubes, bentonite, etc.)		Cost + 10%	1.10	
18) Conformance Testing of Geosynthetics (Subcontracted)		Cost + 10%	1.10	
II. EQUIPMENT & SUPPLIES				
Soil/Air Monitoring				
1) Photo-ionization Detector		Day	74.00	
2) Flame-ionization Detector		Day	85.00	
3) Gastechtor		Day	41.40	
4) Explosimeter		Day	41.40	
5) Oxygen Detector		Day	41.40	
6) Andersen Impactor & VelociCalc		Day	54.00	
7) Personal Sampling Pumps		Day	109.00	
Groundwater Measurement				
1) pH/Temp./Conductivity ORP/D.O. Equipment		Event	43.00	
2) Water Level Meter	9	Event	27.00	243.00
3) Oil/Water Interface Probe		Day	56.00	
Groundwater Lab Fees				
1) Lab Costs	8	Event	1,177.00	9,416.00
Soil/Groundwater Sampling				
1) Monitoring Well Bailer (disposable)	4	Ea	10.60	42.40
2) Monitoring Well Bailer Dedicated (2 in. Teflon)	4	Ea	28.60	114.40
3) Soil/Sludge Sampler		Day	17.00	
4) Stainless Steel Hand Auger		Day	32.00	
5) Power Auger (Little Beaver)		Day	138.00	
6) Soil Gas Sampling Bags (tedlar)		Ea	21.25	
7) Sample Bottles - Plastic		Ea	4.00	
8) Sample Bottles - Glass		Ea	5.00	
9) Filter in-line	32	Ea	26.50	848.00
10) PPL Twine	3600	Feet	0.05	180.00
11) Tubing LDPE 3/8IN 500 FT Spool	4400	Feet	0.35	1,540.00
12) Horiba U-52	8	Day	129.80	1,038.40
13) Masterflex E/S Portable Pump Easy Load SS	8	Day	55.00	440.00
14) Tubing Silicone 3/16 IN ID	32	Feet	3.00	96.00
Product/Groundwater Recovery				
1) Peristaltic Pump for Sampling/Filtering	8	Day	55.00	440.00
2) ORS Product Recovery Skimmer System		Day	66.75	
3) Grundfos 4 in. Submersible Pump System		Day	66.75	
4) Grundfos 2 in. Submersible Pump System		Day	82.75	
5) Hermit Data Logger		Day	82.75	
6) Whale Pump w/Booster-day	11	Day	75.00	825.00
Protective Clothing and Equipment				
1) EPA Level A Protection or Equivalent		Quoted per occurrence		
2) EPA Level B Protection or Equivalent		Quoted per occurrence		
3) EPA Level C Protection or Equivalent		Man/Day	170.00	
4) EPA Level D Protection or Equivalent		No added charge		
5) Tyvek Disposable Suit		Ea	9.00	
6) Respirators w/ one set of organic/acid cartridges		Day	28.00	
7) Organic/acid gas cartridges		Set	14.00	
8) Disposable Sample Gloves-inner (Nitrile)	100	Ea	0.80	80.00
9) Disposable Sample Gloves-outer		Ea	7.00	
10) Disposable Sample Gloves-cotton inner		Ea	1.75	
11) Disposable Latex Outer Boots		Ea	6.25	
Miscellaneous Equipment/Materials Needed				
1) Generator (single phase)		Day	54.00	
2) Survey Equipment		Day	54.00	
3) Shop-Vac		Day	40.00	
4) Decontamination Equipment (bucket, brushes, detergent)	10	Day	16.50	165.00
5) Visqueen		Cost + 10%	1.10	
6) Master Locks	4	Ea	10.00	40.00
7) Absorbent Pads		Ea	1.25	
8) Absorbent Booms (8 in. x 10 ft.)		Ea	50.00	
9) Absorbent Booms (1 in. x 12 in.)		Ea	5.25	
10) 17H DOT approved 55-gallon Drum		Ea	45.00	
11) Miscellaneous Materials and Supplies for Field Services	400	Cost	1.00	400.00
Expenses and Equipment Subtotal				\$17,528.70

Equipment Notes:

- Standard non-disposable protective wear and equipment are billed at cost plus 5%.
- Rates quoted are for short term rental of equipment.
- Product/Groundwater Recovery Equipment (e.g. skimmer and drawdown pumps, interface probes, etc.) and groundwater treatment equipment (e.g., air strippers, carbon canisters, etc.) are charged at rates dependent on the equipment requirements and duration of the remediation activities. Actual rates are calculated on a cost plus basis and will be determined on a case per case basis.
- Other equipment not specifically quoted is available upon request.

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
MATERIALS LABORATORY				
I. SOIL TESTING PROCEDURES				
Grain Size Distribution				
1) Sieve analyses with decantation		Ea	52.00	
2) Decanting over #200 sieve only		Ea	30.00	
3) Hydrometer		Ea	75.00	
4) Sieve analysis and hydrometer	8	Ea	90.00	720.00
Characterization Tests				
1) Atterberg limits (LL and PL)	4	Ea	60.00	240.00
2) Water contents (oven dry)		Ea	7.00	
3) Water contents (microwave dry)		Ea	13.00	
4) Specific Gravity		Ea	45.00	
5) Natural density		Ea	23.00	
6) Organic content		Ea	30.00	
7) pH determination		Ea	22.00	
8) Shrinkage limit		Ea	70.00	
9) Molding sample to specific moisture-density		Ea	90.00	
10) Extrude and log Shelby tube samples		Ea	24.00	
Hydraulic Conductivity Tests				
1) Constant head		Ea	190.00	
2) Triaxial cell method with back-pressure saturation		Ea	255.00	
Compaction Tests				
1) Modified Proctor		Ea	150.00	
2) Standard Proctor		Ea	140.00	
3) CBR test		Ea/Pt	140.00	
Consolidation tests				
1) Standard 12 load increment test		Ea	325.00	
2) Additional load increments		Ea	21.00	
Strength tests				
1) Unconfined compression tests on soil (includes moisture & density)		Ea	53.00	
Triaxial tests on soil				
1) Unconsolidated-undrained		Pt	130.00	
2) Consolidated-undrained with pore pressure measurements and back-pressure saturation		Pt	355.00	
Materials Laboratory Subtotal:				\$960.00

Additional laboratory testing fees available upon request

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
GEOTECHNICAL / ENVIRONMENTAL DRILLING SERVICES				
I. GENERAL DRILLING SERVICES				
1) Mobilization of drill rig, crew, and equipment to site and return	1	LS	665.00	665.00
2) 3-1/4 in I.D. HSA (0-50 ft deep)		Ft	8.25	
3) 3-1/4 in I.D. HSA (50-100 ft deep)		Ft	10.50	
4) 4-1/4 in I.D. HSA (0-50 ft deep)	200	Ft	8.50	1,700.00
5) 4-1/4 in I.D. HSA (50-100 ft deep)	141	Ft	11.00	1,551.00
6) 4-1/4 in I.D. HSA (100-150 ft deep)		Ft	16.00	
7) 6-1/4 in HSA Ream (0-50 ft deep)		Ft	10.50	
8) 8-1/4 in HSA Ream (0-50 ft deep)		Ft	18.00	
9) 10-1/4 in HSA Ream (0-50 ft deep)		Ft	23.00	
10) Ream Corehole to 4 in Diameter		Ft	13.00	
11) 2 in O.D. Split Spoon (Driven 18 in)		Ea	15.50	
12) 2 in O.D. Split Spoon (Driven 24 in) (0-50 ft)	100	Ea	21.00	2,100.00
13) 2 in O.D. Split Spoon (Driven 24 in) (50-100 ft)	70	Ea	21.50	1,505.00
14) 2 in O.D. Split Spoon (Driven 24 in) (100-150 ft)		Ea	27.50	
15) 2 in O.D. Split Spoon (Driven 24 in) (>150 ft)		Ea	33.50	
16) 3 in O.D. Split Spoon (Driven 18 in)		Ea	32.50	
17) 3 in Shelby Tubes		Ea	70.00	
18) California Sampler		Ea	60.00	
19) NX Rock Core (3 in Borehole Diameter)		Ft	35.00	
20) Rock Coring Setup		Ea	120.00	
21) Concrete plug for boreholes w/o wells		Ea	25.00	
22) 3 in I.D. Rotary Wash Drill		Ft	12.25	
23) Cutting through pavement		Inch	14.25	
24) Casing advancer (0-50 ft)		Ft	27.80	
25) Casing advancer (50-100 ft)		Ft	29.00	
26) Casing advancer (100-150 ft)		Ft	39.50	
27) Casing advancer (150-200 ft)		Ft	50.50	
28) Bulk Samples (50 lbs)		Ea	38.00	
29) 3 IN O.D. Stationary Piston Sample		Ea	113.00	
II. DIRECT PUSH SERVICES				
1) Direct Push Rig & Crew		Day	1300.00	
2) Direct Push Soil Sampling footage charge		Ft	6.50	
3) Cone Penetrometer (CPT) Set-up		Ea	125.00	
4) CPT Subsurface Profiling - Standard		Ft	17.00	
5) CPT Profiling with shearwave velocity		Ft	25.00	
III. MATERIALS AND SUPPLIES				
Monitoring Well Materials				
1) 1 in Flush Sch 40 PVC Riser		Ft	2.25	
2) 1 in Flush Sch 40 PVC Screen		Ft	4.00	
3) 1 in Bottom plug/top cap		Ea	5.00	
4) 2 in Flush Sch. 40 PVC Riser	313	Ft	3.25	1,017.25
5) 2 in Flush Sch. 40 PVC Screen	40	Ft	6.75	270.00
6) Top Caps or Bottom Plugs	4	Ea	9.50	38.00
7) 2 in Lockable Top Caps	4	Ea	24.50	98.00
8) 4 in Aluminum Protective Cover	4	Ea	250.00	1,000.00
9) 4 in Flush Sch 40 PVC Riser		Ft	6.15	
10) 4 in Flush Sch 40 PVC Screen		Ft	11.00	
11) 4 in Top Caps or Bottom Plugs		Ea	19.50	
12) 4 in Lockable Top Caps		Ea	32.25	
13) 6 in Aluminum Protective Cover		Ea	400.00	
14) Steel Bollards (3 in dia x 6 ft long)	16	Ea	123.00	1,968.00
15) Steel Bollards (4 in dia x 6 ft long)		Ea	145.00	
16) 5 in Flush Sch. 40 PVC Riser		Ft	30.00	
17) 9 in HD Water Resistant Flush Mount Cover		Ea	235.00	
18) 6 in Steel Water Resistant Protective cover		Ea	400.00	

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
Miscellaneous Monitoring Well Materials				
1) Filter Pack Sand (50 lb. Bags)	28	Ea	9.50	266.00
2) Cement (94 lb. Bags)		Ea	11.00	
3) Bentonite Powder/Granules (50 lb. Bags)	8	Ea	15.00	120.00
4) Bentonite Pellets (50 lb. Bucket)		Ea	70.00	
5) Standard Flush Mount Well Cover		Ea	126.00	
6) Concrete (40 lb. Bag)	25	Ea	11.00	275.00
7) High Solids Bentonite Grout (50 lb. Bag)	20	Ea	23.00	460.00
8) 55 gallon drums		Ea	65.00	
IV. MISCELLANEOUS RATES				
1) Well Installation	12	Hr	150.00	1,800.00
2) Well Development		Hr	140.00	
3) Decontamination of Equipment	4	Ea	190.00	760.00
4) Borehole Grouting		Ft	8.50	
5) Non-Operation Time: hauling water, staging cuttings and/or drums, rig standby time, excess moving, utility clearances, boring layout, etc.	5			
		Hr	130.00	
6) Abandon 2 in. Monitoring Well In-place		Ft	7.75	
7) Abandon 2 in. Monitoring Well by Overdrilling		Ft	17.00	
8) State Well Installation/Abandonment Forms	4	Ea	24.50	98.00
V. EQUIPMENT RENTAL AND CREW EXPENSES				
1) Use of ATV Mounted Drill Rig	6	Day	190.00	1,140.00
2) Special Decontamination materials, sample containers, other special supplies, or equipment rental, Personnel protective clothing and equipment in excess of normal work attire, Traffic control, Site restitution, or Necessary Fees and Permits		Cost + 10%	1.10	
3) Bull Dozer assistance for site preparations or moving equipment under adverse site conditions	4350	Cost + 10%	1.10	4,785.00
4) Per Diem (Meals) - Drill Crew		Man-Day	35.00	
5) Out of Town Lodging - Drill Crew		Cost + 10%	1.10	

Drilling Subtotal:

\$21,616.25

Drilling Notes:

1. These unit rates are for work under EPA "Level D" safety conditions.
2. All work to be performed on a non-union basis.

PROJECT TOTAL

\$94,450.45



PROPOSAL ACCEPTANCE FORM

This Agreement is made by acceptance below of the Contract Document dated April 1, 2022 by and between City of Lebanon and Atlas Technical Consultants, LLC of Indianapolis, Indiana.

Client and ATLAS agree as follows:

1. CONTRACT DOCUMENT – Referred to as the “Contract Document” or “Agreement.” Defined as: PROPOSAL ACCEPTANCE FORM, the CLIENT SERVICE AGREEMENT, and any proposals that include a scope of services, fee schedules and other documents listed below under PROFESSIONAL SERVICES.
2. PROFESSIONAL SERVICES – ATLAS will provide professional services ("Services") for the Client as indicated in the following documents:
 - 2.1 Proposal No. 22-04561 dated April 1, 2022
3. DESIGNATED REPRESENTATIVES – The parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

DESIGNATED REPRESENTATIVE
 ATLAS TECHNICAL CONSULTANTS, LLC
 Name: John Noel
 Address: 7988 Centerpoint Drive, Suite 100
Indianapolis, IN 46256
 Phone: 317-579-4021
 Email: john.noel@oneatlas.com

DESIGNATED REPRESENTATIVE
 Client: City of Lebanon
 Name: Kevin Krulik
 Address: 401 South Meridian Street
Boone County, Indiana
 Phone: 765-482-8845
 Email: KKrulik@lebanon.in.gov

YOUR SIGNATURE INDICATES ACCEPTANCE OF THE CONTRACT DOCUMENT, AS DEFINED ABOVE, UNLESS EXPRESSLY MODIFIED IN WRITING.

ACCEPTED BY:

ATLAS TECHNICAL CONSULTANTS, LLC

CLIENT:

By: _____
(Person authorized to execute contracts)

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATLAS

CLIENT SERVICES AGREEMENT

This AGREEMENT is made this 1st day of April, 2022, by and between the City of Lebanon, its employees, officers, directors, affiliates, subsidiaries, and agents (CLIENT) at 401 South Meridian Street Lebanon, IN 46052 and ATLAS TECHNICAL CONSULTANTS LLC, its employees, officers, directors, affiliates, subsidiaries, and agents (ATLAS) at 7988 Centerpoint Drive, Suite 100, Indianapolis, Indiana 46256.

Whereas, CLIENT intends to employ ATLAS to provide soil boring, well installation, soil testing, and ground water sampling at the Closed Lebanon Landfill (hereinafter referred to as "Services");

Whereas, ATLAS desires to contract with CLIENT and perform such Services and CLIENT desires to accept such Services;

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATLAS: John R. Noel, LPG

CLIENT: Kevin Krulik

PROPOSAL NAME/NUMBER/DATE: Proposal for Baseline Investigation Monitoring Well Installation, Proposal No. 22-04561

1. SERVICES TO BE PERFORMED ATLAS shall perform the Services as described in the Proposal referenced above, which is attached hereto as a separate letter and incorporated into this Agreement by reference. The Proposal describes the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATLAS will be authorized to proceed with the Services, when CLIENT indicates its acceptance by signing this Agreement or, if not practical because of timing or other constraints, by e-mail to ATLAS. The Proposal, this Agreement and any attachments pertaining thereto shall comprise the Contract Document.

2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Proposal, these additional Services shall be conveyed to CLIENT and approved by the CLIENT in writing.

3. COMPENSATION CLIENT will pay ATLAS for Services and expenses in accordance with the Proposal. ATLAS will make reasonable, good faith efforts to perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by ATLAS. CLIENT recognizes that unforeseen circumstances along with changes in scope and schedule can influence the completion of Services within the estimated costs. The use of an estimate of fees or a "not to exceed" limitation is ATLAS's professional judgment of costs, given the information that was provided but is not a guarantee that the Services will be completed for that amount. ATLAS will submit periodic invoices to CLIENT together with reasonable supporting documentation requested by CLIENT and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days of the invoice date regardless of whether CLIENT has been reimbursed by any other party. ATLAS reserves the right to assess a finance charge of 1.5% per month, calculated from the invoice due date, on any invoices not paid within thirty (30) days. ATLAS reserves the right to withhold reports until payment is received and may further suspend work and vacate the site if all undisputed payment amounts are not received within sixty (60) days after the invoice date. CLIENT

will indemnify ATLAS for all claims concerning the suspension of work for nonpayment regardless of whether the claims are made by the CLIENT, someone claiming through the CLIENT, or by a third party. CLIENT agrees to pay ATLAS's attorney's fees, and all other costs incurred in collecting past due amounts.

If CLIENT objects in good faith to any portion of an invoice, CLIENT must so notify ATLAS within ten (10) days of the invoice date, identifying the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Any dispute over invoiced amounts due which cannot be resolved within fourteen (14) days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Finance charges as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in ATLAS's favor, calculated on the unpaid balance from the due date of the invoice.

4. PREVAILING WAGE It shall be CLIENT's sole responsibility to notify ATLAS in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to ATLAS, CLIENT shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ATLAS.

5. EXPENSES Unless otherwise stated in the Proposal, CLIENT agrees to pay ATLAS for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATLAS in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Proposal. ATLAS will submit a Change Order to CLIENT detailing other reimbursable expenses not outlined in the Proposal.

6. INSURANCE ATLAS agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:

a.	Workers' Compensation (statutory)	
	Employer's Liability	
	Each accident	\$1,000,000
	Disease – Each Employee	\$1,000,000
	Disease – Policy Limit	\$1,000,000
b.	Commercial General Liability	
	Each Occurrence	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products and Completed Operations Aggregate	\$2,000,000
c.	Commercial Automobile Liability	
	Combined Single Limit	\$1,000,000
d.	Errors and Omissions / Professional Liability	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000
e.	Contractor's Pollution Liability	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000

7. OBLIGATIONS OF CLIENT CLIENT warrants that all information provided to ATLAS concerning the required Services is complete and accurate to the best of CLIENT's knowledge. CLIENT agrees to advise ATLAS prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to CLIENT. CLIENT understands that ATLAS is relying upon the completeness and accuracy of information supplied to it by CLIENT and ATLAS will not independently verify such information unless otherwise provided in the Service Order. CLIENT shall

be solely responsible for and shall indemnify and hold harmless ATLAS for any costs, expenses or damages incurred by ATLAS due to CLIENT's failure to follow applicable reporting and governmental requirements. CLIENT will not hold ATLAS liable if ATLAS's recommendations are not followed and expressly waives any claim against ATLAS, and agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for injury or loss that results from failure to properly implement ATLAS's recommendations.

8. STANDARD OF CARE ATLAS's Services as defined by the Proposal shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by members of the same profession currently providing similar services under similar circumstances at the time the Services were provided. No other representation nor a warranty of any kind, express or implied, is made or intended by ATLAS, its employees or agents, in connection with the Services provided under this Agreement. CLIENT agrees to give ATLAS written notice of any breach or default under this Section 8 within one (1) year of the completion of the Services and to provide ATLAS a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATLAS, as a condition precedent to any claim for damages.

9. LIMITATIONS OF METHOD RELIABILITY The CLIENT recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the CLIENT. The CLIENT further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the CLIENT's selection of Services. ATLAS's observations and standardized sampling, inspection and testing procedures employed only represent conditions observed and activities only at the precise location and time where and when Services were performed at the time of the Site visit. CLIENT recognizes that conditions of materials and activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. ATLAS is not responsible for changes that may occur to the Site after ATLAS completes the Services.

10. CONTROL OF WORK AND JOB-SITE SAFETY ATLAS shall be responsible for its activities and that of its employees and subcontractors, and CLIENT acknowledges that ATLAS will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Furthermore, ATLAS shall not guarantee or be responsible for health and safety, procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site. ATLAS's testing, observation, or inspection of the work of other parties on a project, even if performed on a continuous basis, shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATLAS's employees does not mean that ATLAS is observing or verifying all Site work or placement of all materials. CLIENT agrees that ATLAS will only make on-Site observations appropriate to the Services provided by ATLAS and will not relieve others of their responsibilities to perform the work.

11. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Proposal, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations, and any sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in the report, the accuracy of any test or sampling locations and elevations will be commensurate only with approximate measurements or estimates. CLIENT should retain the services of a professional surveyor if greater accuracy is required. CLIENT will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATLAS reserves the right to deviate a reasonable distance from the boring and sampling locations unless the CLIENT specifically revokes this right in writing at the time the diagram is supplied.

12. INTERPRETATION OF DATA ATLAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and activities observed, sampled, inspected or tested, and shall not be responsible for the use or interpretation of ATLAS data by third parties, or the information developed by third parties from such data. CLIENT acknowledges that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATLAS. CLIENT further recognizes that the data interpretations and recommendations of ATLAS's personnel are based solely on the information available to them, and that ATLAS may make certain inferences based upon the information derived from these observations, samples, inspections, or tests to formulate professional opinions regarding conditions in other areas.

13. THIRD PARTY INFORMATION ATLAS is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATLAS shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

14. SITE ACCESS CLIENT grants or shall obtain for ATLAS a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Proposal, it represents that it has obtained the applicable permits and licenses for the proposed Services. If CLIENT does not own the Site, CLIENT represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. CLIENT acknowledges that due to the nature of some Services unavoidable damage may occur. CLIENT waives its right of recovery for such unavoidable damage, and if CLIENT is not the owner of the Site, CLIENT agrees to indemnify and defend ATLAS against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Proposal, ATLAS is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATLAS during ATLAS's performance of the Services. ATLAS is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATLAS from gaining access to building materials, systems, and/or components.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATLAS assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATLAS's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Proposal. Unless otherwise specified in the Proposal, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATLAS's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATLAS may, subject to the terms and limitations set forth in this Agreement, provide estimates relative to costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for reliance or use in firm budgeting or negotiation unless specifically agreed to in writing by ATLAS. CLIENT acknowledges that ATLAS's estimate may end up being substantially different than the ultimate cost, and CLIENT agrees it will not hold ATLAS liable for any variances between actual and estimated quantities, and further agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for any such increased costs.

17. UTILITIES Unless otherwise specified in the Proposal, it is CLIENT's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the CLIENT owns and/or operates. CLIENT shall indemnify, defend and hold harmless ATLAS from and against any claims, losses or damages incurred or asserted against ATLAS related to the CLIENT's or a third party's failure to mark, protect or advise ATLAS of underground structures or utilities.

18. ROOF CUTS Unless otherwise specified in the Proposal, if roof cuts/samples are required by the Services, it is the CLIENT's responsibility to make appropriate repairs. If a roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time samples are obtained, ATLAS may make temporary repairs, which may result in additional charges. ATLAS personnel are not certified in roofing repair, therefore under no circumstances, shall ATLAS be responsible for any water damage to the roofing system, building, or its contents resulting from ATLAS's temporary repairs.

19. SAMPLES AND EQUIPMENT Unless otherwise specified in the Proposal or required by law, ATLAS will not retain any samples obtained from the Site. At no time does ATLAS assume title to the samples; all samples shall remain the property of the CLIENT.

All laboratory and field equipment contaminated during ATLAS's Services that cannot readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. CLIENT shall purchase all such equipment as an expense of the Services, and it shall be turned over to CLIENT for proper disposal unless otherwise

specified in the Service Order.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The CLIENT acknowledges that Services that include hazardous or toxic materials and/or investigations of chemicals involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect a Service Order's result, even though the Services are performed with skill and care. CLIENT further acknowledges that ATLAS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the CLIENT.

CLIENT agrees to defend, indemnify and hold harmless ATLAS against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATLAS acting as CLIENT's agent to sign waste manifests, allegations that ATLAS is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and CLIENT's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATLAS 's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATLAS may immediately suspend work.

22. ATLAS AND CLIENT INDEMNIFICATION To the fullest extent permitted by law, ATLAS shall indemnify and hold harmless CLIENT against claims, demands, and lawsuits to the extent arising out of or caused by the negligence or willful misconduct of ATLAS in connection with activities conducted in the performance of the Services.

To the fullest extent permitted by law, the CLIENT shall indemnify and hold harmless ATLAS, its affiliates, shareholders, directors, officers, employees and agents, from and against claims, demands, and lawsuits, to the extent arising out of or caused by CLIENT's breach of this Agreement or the negligence or willful misconduct of the CLIENT or other contractors retained by CLIENT in connection with activities conducted in the performance of the Services. CLIENT agrees that all indemnifications granted to ATLAS shall also be granted to those subcontractors retained by ATLAS for the performance of the Services.

23. LIMIT OF LIABILITY ATLAS 's total liability for all claims or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed Fifty Thousand Dollars (\$50,000) or ATLAS's total fee for the Services rendered under this Agreement, whichever is greater.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATLAS shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATLAS is not a manufacturer. If any equipment is used or purchased by ATLAS for a Proposal the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATLAS makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATLAS to CLIENT.

26. DOCUMENTS Project-specific documents and data produced by ATLAS under this Agreement shall become the property of CLIENT upon completion of the Services and payment of amounts owed ATLAS. ATLAS shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data (including reports) produced by ATLAS pursuant to this Agreement relate solely to the Services for which Atlas has been retained, and are not intended or represented by ATLAS to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared. No third party may rely upon such

documents and data without the prior written consent of Atlas. Any such unauthorized use or dissemination will be at the sole risk and expense of the CLIENT or such third party.

28. THIRD-PARTY CLAIMS CLIENT agrees to pay ATLAS 's costs (including reasonable attorney's fees) for defending ATLAS against any claims that a third party or a regulatory agency asserts against ATLAS related to the Services that were provided to CLIENT. Claims include legal actions by a third party or regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to CLIENT by ATLAS.

29. SUBPOENAS The CLIENT is responsible for payment of ATLAS's time and expenses resulting from ATLAS's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATLAS is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATLAS shall not object on CLIENT's behalf to any subpoena, but will make reasonable efforts to cooperate with CLIENT if CLIENT chooses to object.

30. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the CLIENT, ATLAS shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

31. ASSIGNMENT Neither the CLIENT nor ATLAS may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

32. FORCE MAJEURE Neither CLIENT nor ATLAS shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts or directives of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, epidemics, pandemics, viral outbreaks, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

33. NOTICES All notices given by either party to the other under this Agreement shall be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; (iv) email; or (v) hand-delivery, to the parties at the addresses, facsimile numbers, and email addresses appearing on the first page of this Agreement , unless otherwise designated in writing. Notices sent by mail will be deemed to be received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile or email will be deemed to be received upon successful transmission to the proper facsimile number, provided that the sender can produce a facsimile transmission confirmation report, or upon transmission to the proper email address (with confirmation of transmission). Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

34. DISPUTE RESOLUTION In any dispute arising out of or relating to this Agreement, or a breach thereof, the parties shall first make all good faith attempts to resolve any difference by businesslike negotiations. If the conflict is not settled through negotiation, it shall be submitted to nonbinding mediation unless otherwise mutually agreed to in writing. This mediation process shall be a condition precedent to either party pursuing arbitration, litigation, or some other dispute resolution procedure, and the parties agree that any such legal action taken without first submitting to dispute resolution in accordance herewith will not be ripe for adjudication. The costs of the mediation shall be equally shared by all involved parties.

35. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of



any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

ATLAS is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATLAS TECHNICAL CONSULTANTS LLC:

BY: _____

PRINTED NAME: John R. Noel

TITLE: Environmental Division Manager

DATE: April 1, 2022

CLIENT:
(Person authorized to execute contracts)

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____