

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into as of the ___ day of _____, 2021, by and between Maury County Tennessee (hereinafter "CLIENT"), located at _____, and TriAD Environmental Consultants, Inc. (hereinafter "TRIAD"), a Tennessee corporation with its principal office located at 207 Donelson Pike, Suite 200, Nashville, Tennessee 37214.

WITNESSETH

WHEREAS, TRIAD is a professional engineering and consulting firm providing engineering services, consulting services, environmental remediation services and hydrogeological services to its clients; and

WHEREAS, CLIENT desires to employ TRIAD to provide such services in accordance with this contract;

NOW, THEREFORE, in consideration of the premises and mutual obligations of the Parties hereto, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Services

1.1 The initial scope of services to be provided hereunder shall be as set forth in Exhibit A (Proposal from TRIAD to CLIENT dated April 27, 2021), attached hereto and made a part hereof.

1.2 If during the term of this Agreement the scope of services requested by the CLIENT (all as set forth in Exhibit A) is revised or other changes are made in the scope or character of the work to be performed, TRIAD shall make the necessary changes only after receiving a written change order from CLIENT. Any such change order shall define the change in scope or character of the work to be performed, the estimated impact on the work schedule and any change in cost and/or payment schedule provided for in this Agreement.

1.3 Should a change in scope or character of work be of an emergency nature, TRIAD may agree to proceed based on CLIENT'S verbal change order request after advising CLIENT in writing of the estimated change in work schedule and the change in cost or payment schedule (which charges shall not be unreasonable and shall be determined consistent with other charges for services hereunder, to the extent practical). The CLIENT agrees to pay for such services as invoiced by TRIAD.

2. Compensation for Services

2.1 CLIENT shall compensate TRIAD for services provided hereunder in accordance with the Schedule of Fees set forth in Exhibit B and the terms and conditions set forth in this Agreement, unless alternative arrangements are set forth in Exhibit A or change orders thereto.

- 2.2 Promptly following the end of each calendar month, TRIAD shall deliver to CLIENT a written invoice which shall set forth the amounts due TRIAD from CLIENT for services performed and expenses incurred for the preceding calendar month, or portion thereof. CLIENT agrees to review all such invoices and to notify TRIAD within two weeks of any discrepancies in any such invoice, and further agrees to use reasonable best efforts to promptly resolve any disputes or discrepancies and thereby avoid any delay in payment to TRIAD.
- 2.3 TRIAD's invoices shall be due and payable and CLIENT shall pay TRIAD (i) for all undisputed invoiced amounts within thirty days from date of TRIAD'S invoice and (ii) for any disputed amounts at the later of (A) resolution of the disputed amounts or (B) thirty days from date of TRIAD'S original invoice.
- 2.4 CLIENT agrees to pay TRIAD a delayed payment fee in the amount of one and one half (1 1/2%) percent per thirty-day period on the balance of any invoice then unpaid for more than one (1) month, calculated from the first day of each month after the invoice shall have been due. If any invoice is disputed, CLIENT shall be required to pay a delayed payment fee only on such amount as is actually owed to TRIAD. Delayed payment fees shall be due in full, thirty days from date of TRIAD invoice.
- 2.5 Client's liability to TRIAD for fees and expenses shall be primary, and the obligation of CLIENT to promptly pay TRIAD shall not be contingent upon payment by or from any other party to CLIENT or to TRIAD on CLIENT'S behalf. CLIENT acknowledges that failure to pay TRIAD in accordance with the terms of this Agreement shall authorize TRIAD at its sole discretion to suspend the performance of services hereunder without limiting TRIAD'S remedies available at law or equity. Upon failure to pay on a timely basis, TRIAD shall not be obligated to continue to perform services for CLIENT hereunder, and TRIAD may withhold or suspend any further work, final report, data, etc. until payment is received in full, including any delayed payment fees.
- 2.6 TRIAD may adjust the Schedule of Fees hereunder upon thirty (30) days prior written notice to CLIENT of such proposed adjustment(s) with such adjustment to be effective on any anniversary of the date of this Agreement.

3. Term and Termination

- 3.1 The term of this Agreement shall commence on the date hereof and shall continue until completion of the Scope of Services unless sooner terminated as provided for elsewhere herein.
- 3.2 Either party may terminate this Agreement upon providing the other party with forty-five (45) days prior written notice of termination.
- 3.3 Should CLIENT find an adjustment to the Schedule of Fees (as provided in Subsection 2.6 above) unacceptable, CLIENT may, upon written notice to TRIAD, terminate this Agreement upon the effective date of such adjustment.

- 3.4 CLIENT may, by written notice to TRIAD, terminate this Agreement in whole or in part, upon at least thirty (30) days prior written notice, because of failure of TRIAD to fulfill its obligations hereunder provided CLIENT has advised TRIAD of such failure and TRIAD fails to correct such failure within thirty (30) days of receipt of CLIENT'S notice.
- 3.5 Upon termination TRIAD shall:
- 3.5.1 Immediately discontinue all services; and
- 3.5.2 Upon payment of all sums due to TRIAD hereunder as a result of services rendered prior to the date of termination, deliver to CLIENT all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated or developed by TRIAD in performing its services under this Agreement, whether completed or in process.
- 3.6 CLIENT shall remain liable for all charges required under this Agreement, including but not limited to, billed but unpaid charges, unbilled charges through the effective date of termination and charges for additional services and expenses incurred as a result of termination of this Agreement.
- 3.7 This Agreement may be terminated by either party, upon written notice to the other party, in the event the other party shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed by or against such party or a receiver appointed on account of its insolvency.
- 3.8 This Agreement may be terminated upon the occurrence of any changes to any law, rule, regulation, court order or ordinance, the application of which would have a material adverse effect on the rights or obligations of the parties pursuant to this Agreement. If upon notice of such change, and after a reasonable period of time in which to reaffirm or renegotiate the terms of this Agreement, the parties hereto have failed to so reaffirm or renegotiate the Agreement either party may terminate this Agreement upon seven (7) days prior written notice to the other party.
4. Administrative/Legal Proceedings
- 4.1 CLIENT will be responsible for making all arrangements for and holding all necessary hearings in connection with the work hereunder, enter into all necessary agreements with railroads, public utilities, municipalities, agencies of federal, state and local government or with owners of properties effected. Responsibilities of TRIAD for securing permits and licenses, if any, shall be limited to those specified in the Scope of Services or subsequent change orders.
- 4.2 TRIAD shall, when included in the Scope of Services and when requested by CLIENT, render such assistance as necessary, including making arrangements for hearings and preparation and explanation of sketches, plans, or data, at or for any hearings or conferences held by CLIENT.

4.3 If and when appearances as a witness is included in the Scope of Services and when required by CLIENT, TRIAD shall prepare for and appear as a witness in litigation concerning TRIAD's work hereunder on behalf of CLIENT.

5. Documents and Work Products

5.1 All drawings, reports, specifications and other materials prepared by TRIAD in connection with the services hereunder are intended only for Client and only for the purposes set forth in this Agreement and the Scope of Services. All other uses of any such drawings, reports, specifications or other materials by CLIENT shall be at CLIENT'S sole risk and without liability to TRIAD.

5.2 All data provided by CLIENT and all data prepared by TRIAD under this Agreement are confidential and shall not be released or disseminated in any matter without the permission of CLIENT. Upon CLIENT's request, all data provided by CLIENT shall be returned to CLIENT upon the completion of the term of this Agreement.

6. TRIAD'S Covenants, Representations and Warranties

6.1 TRIAD is, and shall be, an independent contractor in the performance of services covered by this Agreement and shall maintain complete control of its employees and operations in performing such services. TRIAD warrants that it will perform its services in accordance with the standard of care and diligence normally practiced by recognized consulting firms in performing services of a similar nature under similar circumstances. TRIAD makes no other warranties or guarantees, expressed or implied.

6.2 During the term hereof, TRIAD shall maintain Workers Compensation Insurance in the amount required by applicable statutes; Comprehensive General Liability Insurance with limits of liability in the amounts of One Million (\$1,000,000) dollars each occurrence and Two Million (\$2,000,000) dollars general aggregate; Comprehensive Automobile Liability Insurance covering bodily injury and property damage with a limit of liability in the amount of One Million (\$1,000,000) Dollars on a combined single limit basis; and Professional Liability Insurance with limits of liability in the amounts of One Million (\$1,000,000) dollars per claim and One Million (\$1,000,000) aggregate.

6.3 TRIAD shall indemnify, defend, and hold harmless CLIENT, its employees, officers and agents, from and against all claims, damages, losses, costs, and expense (including reasonable attorney's fees) sustained by third parties on account of bodily injury to or death of any person, or for damage to or destruction of physical property, to the extent such damages or injury is attributable to TRIAD'S negligence or willful misconduct, and arises out of or results from, in whole or in part, the acts or omissions of TRIAD, its employees, agents, representatives, or its contractors in connection with the performance of TRIAD'S services hereunder.

6.4 Any provision to the contrary notwithstanding, TRIAD'S total liability to CLIENT arising out of or related to TRIAD'S performance of services under this Agreement, whether based on contract (including breach of warranty), tort (including negligence,

whether of TRIAD or others), strict liability, or otherwise, shall not exceed in the aggregate an amount equal to the amount of fees paid to TRIAD hereunder. In no event shall TRIAD be liable in contract, tort or otherwise, to CLIENT or CLIENT'S insurers for any lost, delayed, or diminished profits, revenues, or opportunities, losses by reason of shutdown or inability to utilize or complete the project, or any other incidental, special, indirect or consequential damages of any kind or nature whatsoever resulting from TRIAD'S performance or failure to perform services under this Agreement. The provisions of this section limiting TRIAD'S liability hereunder, shall survive the expiration, cancellation, or termination of this Agreement.

- 6.5 TRIAD hereby represents, warrants, and covenants to CLIENT that TRIAD possesses, or will obtain, all necessary licenses, permits and other authorizations as may be necessary to perform all work required hereunder and that TRIAD will comply with the requirements of applicable federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of the services hereunder.

7. CLIENT'S Covenants and Representations

- 7.1 CLIENT shall provide to TRIAD all available information, including all studies, reports, drawings, specifications, schedules, correspondence, floor plans and site plans; access to property, buildings and/or project site(s); and knowledge of existing project conditions such as site boundaries, structural, mechanical, HVAC, drainage and plumbing systems.
- 7.2 CLIENT shall indemnify, defend and hold harmless, if permitted by law, TRIAD, its employees, officers, and agents, and its contractors in connection with this project, from and against all claims, damages, losses, costs, and expense (including reasonable attorney's fees) sustained by third parties on account of bodily injury to or death of any person, or for damage to or destruction of physical property, to the extent such damage or injury is attributable to Client's negligence or willful misconduct, and arises out of or result from, in whole or in part, the acts or omissions of Client, its employees, agents, representatives, or its contractors in connection with this project.
- 7.3 CLIENT acknowledges that TRIAD has not contributed to the presence of hazardous or toxic wastes, oils, asbestos, tanks, contamination, contaminated soil, chemical treating agents, mixtures and reaction products of chemical treating agents, materials treated with said chemical treating agents, or other hazardous and toxic materials that may exist, or be discovered in the future, at the work site (hereinafter collectively called "Site Materials"), other than such materials which may be subsequently brought to the work site by TRIAD, and that TRIAD assumes no liability for the known or unknown presence of such Site Materials. CLIENT shall retain title to all such Site Materials and assumes all risks of liability arising from ownership, use, movement or disposal of, or choice of disposal sites, or choice of transporter or other activities associated with any such Site Materials. To the extent disposal is required to complete the work under this contract, CLIENT shall select the disposal site and the transporter and shall sign all manifests required for the

transportation and disposal of such Site Materials. All such Site Materials shall remain the property of the CLIENT and not of TRIAD during such storage, transportation, handling and disposal. Further, upon completion of its work TRIAD shall return to CLIENT samples of all hazardous or toxic substances, which may have been gathered in connection with TRIAD's services and shall transmit (on behalf of Client) such samples to a site or facility designated by CLIENT under a manifest reflecting that CLIENT is the owner of the samples and related Site Materials. CLIENT shall and hereby does agree to defend, indemnify and hold harmless TRIAD and its employees, officers, agents, affiliates, and contractors, and their respective officers, directors, employees and agents, from and against any and all losses, damages, injuries, causes of action, fines, penalties, claims, demands and expenses, including reasonable legal fees and expenses, sustained by TRIAD or any other person in consequence of CLIENT'S failure to fulfill its obligations pursuant to this Section 7.3. Such indemnification shall survive the completion, termination, cancellation, or expiration of the contract.

8. Mutual Terms, Covenants, and Conditions

8.1 Any delays in or failure to perform by either party hereto shall not constitute a default under this Agreement or give rise to any claim for damages to the extent such delays or failure to perform are caused by circumstances beyond the reasonable control of the party thereby affected, including but not limited to acts of God; fire; flood; windstorm; explosion; accidents; terrorism; riots; sabotage, strikes; other concerted work stoppages of labor; lockouts; inability to obtain raw materials, equipment, or transportation; or the compliance with any general order or request of any governmental authority or loss of any necessary utility (each an "Event of Force Majeure"). If an Event of Force Majeure arises which wholly or in part prevents either party hereto from performing hereunder, then the affected party shall inform the other in writing within seven (7) working days from the commencement of the Event of Force Majeure. Provided such notice is given, the obligation(s) affected by an Event of Force Majeure shall be automatically extended for a time equal to the delay caused by the intervention of such Event of Force Majeure.

8.2 Any notice to be given under this Agreement shall be in writing and addressed or delivered as set forth below, unless otherwise provided herein. All such notices shall be sent by facsimile, reputable overnight courier service (e.g., Federal Express), regular mail, or hand delivery and notice shall be deemed to have been given either five days after being postmarked or upon receipt whichever is earlier.

If sent to CLIENT:

If sent to TRIAD:

TriAD Environmental Consultants, Inc.
Suite 200, 207 Donelson Pike
Nashville, TN 37214
Tel: (615) 889-6888
Fax: (615) 889-4004

- 8.3 If a dispute should arise relating to the performance of, or payment for, the services under this Agreement the prevailing party shall be entitled to recover from the other party all reasonable costs incurred in the defense/prosecution of the claim, including staff time, court costs, attorney's fees, other claim related expenses and interest on unpaid amounts calculated as provided in Subsection 2.4 of this Agreement.
- 8.4 This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee.
- 8.5 Neither party may assign any rights or obligations hereunder without the prior written consent of the CLIENT, such consent not to be unreasonably withheld.
- 8.6 No change or modification to this Agreement shall be valid unless such change or amendment is in writing and signed by the parties hereto.
- 8.7 Any waiver by either party of any provision(s) or condition(s) of this Agreement shall not be construed or deemed a waiver of any other provision(s) or condition(s) of this Agreement, nor a waiver of a subsequent breach of the same provision(s) or condition(s) unless such waiver is expressed in writing by the party to be bound. In the event that any provision herein shall be deemed invalid or unenforceable the other provisions hereof shall remain in full force and effect and binding upon the parties hereto. The parties agree that all warranties, indemnification and other obligations created in this Agreement shall survive the termination of this Agreement and shall be valid and enduring legal obligations between the parties and their respective successors and assigns.
- 8.8 This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter hereof and supersedes all prior negotiations, representations, agreements or understandings, written or oral.
- 8.9 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and shall be binding upon the party who executed same, but all of such counterparts shall constitute the same Agreement and may be sufficiently evidenced by one counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or PDF file shall be as effective as the delivery of a manually executed counterpart of this Agreement.

[signatures appear on next page]

This Agreement shall not be effective until signed by both parties. Furthermore, this Agreement shall not be effective, unless TRIAD so desires, if the Client fails to return this Agreement, executed by the Client more than 30 days after the date of the signature of the representative of TRIAD.

FOR CLIENT:

FOR TRIAD:

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)

(Date)

(Date)

EXHIBIT A

EXHIBIT A SCOPE OF WORK

The following Scope of Work was presented to Maury County in the *Statement of Qualifications, Engineering and Consulting Services, Maury County Solid Waste Department*, dated April 27, 2021, which is incorporated by reference into this Scope of Work.

TriAD Environmental Consultants, Inc., (TriAD) will provide engineering and associated consulting services for Maury County's solid waste facilities. This scope of work specifically addresses the *Request for Qualifications, Engineering/Consulting Services, Maury County Solid Waste Department* for firms to provide expertise in planning, designing, and permitting as needed for the Maury County Demolition Landfill located at 1419 Santa Fe Pike, Columbia, Tennessee.

TriAD's team of engineers, geologists, and scientists will perform the proposed scope of services, as summarized below.

1) *Document the actual lateral limits of the waste.*

Waste outside of the permitted landfill boundary is a common problem, particularly at older facilities which were largely constructed utilizing site-specific benchmarks and where operators relied on site features to guide waste placement operations. Delineation is generally conducted utilizing a backhoe operated by facility or subcontract personnel. TriAD will provide a site engineer or geologist to direct the operator in the construction of several shallow test pits around the perimeter of the facility to identify and field locate the edge of the waste. We can also utilize contract personnel with geoprobes or conventional drill rigs if required. If drilling equipment or an outside contractor is required to complete the work, we will obtain cost estimates from at least three qualified companies to ensure the lowest possible costs are obtained.

Upon waste delineation outside of the permitted waste footprint, we will provide calculations to determine if a modification to the permit can be obtained with a revised grading plan or if the work can be conducted through a regulatory mechanism other than a major modification.

2) *Demonstrate lateral limit of the expansion area meets the hydro-geologic buffer requirements of Rule 0400-11-01-.04(4)(c).*

Relocation of the waste is rarely required for an unlined landfill. The most common result is a demonstration that the location of the waste will not result in environmental impact due to either its nature or the character of the underlying geologic buffer. We generally utilize existing hydrogeologic information obtained during permitting to make this characterization. However, if the available information does not extend into the specific area under investigation, we can obtain undisturbed subsurface samples for laboratory analysis and identify depth

to water and/or bedrock in conjunction with the waste boundary delineation. This information will then be used to provide an equivalent buffer demonstration.

3 - 8) *Prepare Permit Level Documents.*

TriAD personnel have conducted numerous siting studies, hydrogeologic investigations, ecological investigations, ARAP permits, closure plans, and landfill permits for facilities across middle Tennessee. For closure of the Maury County Class III/IV Landfill, we will attempt to utilize existing documents as much as possible to reduce the cost of modification preparation. It is anticipated that a revised grading plan, calculations, and closure narrative should be sufficient for regulatory approval. Additional documents that may require modification if they have not been recently updated include the Groundwater Monitoring Plan and Financial Assurance Costs.

TriAD is prepared to begin this work upon completion of a contract between Maury County and TriAD.

EXHIBIT B

STANDARD SCHEDULE OF FEES

Effective February 18, 2019

Labor Hourly Rate	Hourly Rate
Senior Project Manager/Principal	\$160
Senior Engineer/Geologist/Scientist III	150
Senior Engineer/Geologist/Scientist II	140
Senior Engineer/Geologist/Scientist I	135
Project Engineer/Geologist/Scientist IV	130
Project Engineer/Geologist/Scientist III.....	120
Project Engineer/Geologist/Scientist II.....	110
Project Engineer/Geologist/Scientist I	100
Staff Engineer/Geologist/Scientist IV	90
Staff Engineer/Geologist/Scientist III	85
Staff Engineer/Geologist/Scientist II	80
Staff Engineer/Geologist/Scientist I	75
Senior Technician	75
Technician II.....	70
Technician I.....	65
CADD Designer.....	85
CADD Technician.....	75
Administrative Services.....	65
Expert Services in Litigation.....	1.5 x Hourly Rate

Equipment Unit Rates	Unit Rate
Electronic Water Level Indicator	\$20/day or \$60/week
pH/Conductivity Meter.....	\$35/day or \$105/week
Turbidity Meter	\$35/day or \$105/week
Dissolved Oxygen Meter	\$35/day or \$105/week
Well Development Pump.....	\$75/day or \$225/week
ORP Meter	\$15/day or \$45/week
Polyethylene or PVC Disposable Bailer Groundwater Sampling Kits.....	\$15/each
Teflon Disposable Bailer Groundwater Sampling Kits	\$25/each
Encore Samplers.....	\$10/each
Water Sampling Filtering Kits.....	\$30/each
Iron, Ammonia, Chloride Test Kits	\$5/test
Stream Flow Meter	\$25/day or \$75/week
Bladder Pump Controller.....	\$100/day or \$350/week
Peristaltic Pump	\$200/day or \$300/week
Air Compressor	\$60/day or \$180/week
High Volume Air Sampling Pump.....	\$50/day or \$150/week

Expenses	Rate
Personal Vehicle Mileage.....	\$0.58/mile
Other Travel Expenses	Cost + 15%
Subcontracted Services	Cost + 15%
Other Direct Expenses (Including field supplies and rental equipment).....	Cost + 15%



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