



9085 Aero Drive, Suite B  
San Diego, CA 92123  
(877) 215-4321 | oneatlas.com

January 26, 2026  
Proposal No. 23447

MS. ROBIN PEPPER HUBER, PE  
ASSOCIATE ENGINEER – WATER UTILITIES DEPARTMENT  
**CITY OF OCEANSIDE**  
300 NORTH COAST HIGHWAY  
OCEANSIDE, CALIFORNIA 92054

**SUBJECT:** Proposal for Geotechnical Investigation  
City of Oceanside – Water Utilities Department  
Buccaneer Lift Station and  
La Salina Wastewater Treatment Plant Decommissioning Project  
1330 South Tait Street  
Oceanside, California

Dear Ms. Huber:

In accordance with your request, Atlas Technical Consultants LLC (Atlas) is pleased to submit this proposal to conduct a geotechnical investigation for the City of Oceanside's Water Utilities Department's Buccaneer Lift Station and La Salina Wastewater Treatment Plant Decommissioning project. The project site is located at 1330 South Tait Street in the city of Oceanside, California. The proposed project will consist of the design and construction of a new lift station wet well and emergency storage tank. Previous geotechnical studies have been performed for the project by others. However, it was determined that a deeper wet well than originally planned is required. Subsequently, a new geotechnical study, as well as a dewatering study, have been requested. Preparation of this proposal has included discussions with you, a review of the provided requested scope of scope of services document as well as a review of relevant geologic maps and aerial imagery.

## **SCOPE OF WORK**

### ***Main Investigation – Tasks 1 through 5***

The purpose of our main geotechnical investigation is to address Tasks 1 through 5 of the requested scope of services document. We propose to perform geotechnical investigation by providing the following scope of services:

- Reviewing the existing geotechnical documents related to the site
- Coordinating site access with City of Oceanside personnel
- Obtaining a geotechnical boring permit from the San Diego County Department of Environmental Health and Quality (DEHQ)



- Marking proposed boring locations for utility clearance in accordance with Underground Service Alert (USA) DigAlert requirements
- Clearing proposed boring locations for potential underground conflicts with our in-house geophysical team
- Drilling a total of two borings within the proposed new wet well area using a truck mounted drill rig equipped with a hollow stem auger and mud rotary capabilities. The borings will be drilled to depths of up to 80 feet below existing grade, or refusal, whichever comes first.
- Assessing groundwater levels, if encountered
- An Atlas engineer or geologist will log the borings and obtain samples for examination and laboratory testing
- Upon completion of logging and sampling, one of the borings will be converted into an observation monitoring well in support of a dewatering study to be performed at the site.
- Slug testing will be performed at the monitoring well to obtain preliminary hydraulic conductivity values.
- Collecting drill cuttings in standard 55-gallon drums and temporarily storing onsite in a staging area designated by the client.
- Atlas will collect representative composite soil samples from the drummed cuttings for environmental and disposal characterization. The composite soil samples will be analyzed for following:
  - Total Petroleum Hydrocarbons (TPH) by EPA Method 8015M
  - Volatile Organic Compounds (VOC's), including benzene, toluene, and xylene by EPA 8260B
  - California Title 22 Metals by EPA Method 6010B
- Once the results of environmental testing are available, and assuming the drummed cuttings do not require special handling or disposal at a regulated facility, Atlas will coordinate the removal of drums. If special handling and disposal at a regulated facility are required, Atlas will prepare a separate scope and fee proposal to address those services.
- The borings will be backfilled in accordance with DEHQ permit requirements.
- Performing in-situ borehole percolation testing at two locations at the site at a depth of approximately 5 feet below existing grade
- Borings drilled in pavement areas will be patched with rapid set concrete or Aquaphalt.
- Performing geotechnical laboratory tests, which can include in-situ moisture content and dry density, sieve analysis, permeability, Atterberg Limits, shear strength, consolidation, and soil corrosivity.

We will prepare a final report that will include a plot plan, exploration logs, and a summary of the field exploration findings. Atlas will submit an electronic copy of the report. The report will include conclusions and recommendations regarding the following:

- Subsurface conditions beneath the site in accordance with Unified Soil Classification System



- Observed groundwater levels
- Laboratory estimated hydraulic conductivity values
- Potential geologic hazards, including liquefaction potential
- Mapped criteria for seismic design in accordance with the 2025 California Building Code
- Site preparation and grading
- Excavation characteristics
- Appropriate alternatives for foundation support (i.e., spread footings, mat foundations, etc.), along with geotechnical engineering criteria and design considerations for the foundation systems (i.e., bearing capacity, lateral resistance, settlement, etc.)
- Support for concrete slabs-on-grade
- Appropriate types of bedding and backfill materials as well as placement and compaction procedures for the utility trenches and other site improvements
- Temporary excavation construction consideration and allowable side slopes
- Lateral earth pressures and design parameters for temporary and permanent retaining structures (i.e., temporary and permanent shoring system, retaining walls, underground vaults, manholes, etc.)
- Theoretical construction dewatering rates based on laboratory analysis and the results of the in-situ percolation testing.
- Results of the corrosion study, including pH, Chlorites, Sulfates, and resistivity

Please note that the scope and fee presented herein does not constitute an environmental assessment of the project site of any kind. Rather environmental services rendered are strictly provided in order to characterize soil cuttings for disposal in accordance with regulatory requirements.

### ***Additional Services – Task 6***

As an option, Atlas will conduct an aquifer pumping test in accordance with Task 6 of the project requested scope of services document. The aquifer pumping test will be conducted under the direct oversight of a California Certified Hydrogeologist. The results of the test will be used to estimate aquifer properties such as hydraulic conductivity, transmissivity, and storage coefficient for each of the primary geologic formations in the subsurface. We assume that the pumping test generated water can be discharged into the City's sanitary sewer system under a temporary permit after testing priority pollutants.

### **SCHEDULE**

We will mark out the proposed boring locations and Underground Service Alert (USA) will be notified as required by law within one week of notice to proceed and obtaining site access. USA requires 48 hours' notice before subsurface exploration can start. Subsurface exploration work can be completed within three weeks of utility clearance, obtaining site access, and obtaining



DEHQ permits. Laboratory testing can be completed within three weeks of fieldwork completion. The final report can be submitted within three weeks of completion of laboratory testing.

### **COST INFORMATION**

We propose to provide the Geotechnical Investigation scope of services listed above for a lump-sum fee of **\$51,970**. We estimate the fee for conduction the optional Task 6 aquifer pumping test will be approximately **\$275,000**. Once Tasks 1 through 5 have been completed, Atlas will be able to refine and finalize the fee for conducting Task 6. These fees are based on our attached schedule of fees and the understanding that this project is subject to Prevailing Wage requirements. The cost of our services may exceed this estimate if unanticipated conditions are encountered that would warrant additional investigation or analysis.

### **AUTHORIZATION**

This budget estimate will be valid for 90 days. If this budget estimate meets with your approval, please authorize our services by signing the attached Client Services Agreement and returning it to our office. We will, in turn, send you a fully executed original for your records.

Atlas appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. Atlas has considerable experience in successfully providing these services and we are confident that we can provide them in a timely and cost-effective manner. Should you have any questions regarding this budget estimate, or if we may be of further service, please contact the undersigned.

Respectfully submitted,  
**ATLAS TECHNICAL CONSULTANTS LLC**

Douglas A. Skinner, PG, CEG  
Principal Geologist

Morteza Mirshekari, PhD, PE, GE  
Geotechnical Practice Manager

DAS:MM:ji

Attachments: 2025 Schedule of Fees  
Client Services Agreement

Distribution: Addressee via email at [rhuber@oceansideca.org](mailto:rhuber@oceansideca.org)

## SOUTHERN CALIFORNIA SCHEDULE OF FEES

**California Prevailing Wage  
Effective January 1, 2025**

### PROFESSIONAL SERVICES

**Professional (Engineering, Geology, Geophysics, Environment, Envelope Services)**

Director/Principal Professional .....	\$270*
Senior Professional .....	230 *
Project Professional .....	200
Staff Professional .....	170
Drafter Level II .....	120
Drafter Level I .....	110

**Project Management**

Senior Project Manager .....	\$220
Project Manager .....	200
Administrative Assistant .....	100

**Field Services (Geotechnical, Special Inspection)**

Field Supervisor .....	\$200
LA Certified Grading Inspector .....	225
Off Site Inspector .....	199
Laboratory Technician .....	100
Group 1 (Field Soils, Material Tester) .....	195
Group 2 (Special Inspection) .....	199
Group 3 (NDT Testing) .....	215
Group 4 (Coring) .....	190
NACE Inspector .....	225

**Field Services (SUE Level B Utility Evaluations)**

Line Tracer, Electromagnetics, Magnetics	
Hourly Rate .....	\$375
Mob/Demob .....	330
Letter Report .....	340
Map (per day of field work) .....	400
Additional Travel Time (2-hours outside San Diego) .....	165

**Field Services (Potholing – 3-4 holes/day)**

Full Day Vacuum Utilivac (Backfill materials not included) .....	\$3,500
Hourly Rate .....	375
Mob/Demob .....	330
Additional Travel Time (2-hours outside San Diego) .....	165

**Field Services (Rebar Locating)**

Ground Penetrating Radar: Full Day (one person crew) .....	\$1,590
Hourly Rate (A Mob/Demob charge of \$190 applies to projects billed on hourly rates) .....	175
Letter Report .....	340
Map (per day of field work) .....	395
Ground Penetrating Radar: Full Day (two person crew) .....	\$2,925
Hourly Rate (A Mob/Demob charge of \$325 applies to projects billed on hourly rates) .....	325
Letter Report .....	340
Map (per day of field work) .....	395

**Field Services (Geophysical Data Acquisition)**

UST, Landfill, Oil Well, Void, Pile Integrity Testing	
Full Day .....	\$3,280
Hourly Rate (A Mob/Demob charge of \$400 applies to projects billed on hourly rates) .....	360

**Field Services (Advanced Geophysical Studies)**

Seismic, Sting ERT, Resistivity, Groundwater, UXO/MEC	
Full Day .....	\$3,640
Hourly Rate (A Mob/Demob charge of \$600 applies to projects billed on hourly rates) .....	380

**Field Services (Seismic ReMi)**

One Line .....	\$1,815
Each Additional Line .....	360
For Pavement/Requires Drilling .....	310



**Field Services (Vibration Monitoring)**

Mobilization .....	\$1,170
Equipment (Daily) .....	235
Daily Analysis & Reporting (Daily) .....	.95
Final Report Preparation .....	875
Manned Vibration Monitoring .....	Quote

**Travel, Equipment, and Miscellaneous**

Pick Up .....	\$100/hour
Vehicle/Truck .....	100/day
Nuclear Gauge .....	50/day
Torque Wrench .....	50/day
Pull Testing .....	75/day
Air Meter .....	50/day
NDT Equipment .....	60/day
Coring Equipment .....	95/day
Travel Time Hourly Rate (or \$135/hour beyond 1 hour from San Diego for Geophysical Crews)	
Overtime and Saturday Rate .....	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving) .....	2 x Regular Hourly Rate
Rush Surcharge .....	Normal Rate plus 50%
Per Diem (variable, depending on location) .....	Quote
Specialty Equipment Surcharge .....	Quote

**LABORATORY TESTS**

**Soil and Aggregate**

California Bearing Ratio (ASTM D854) .....	\$515
California Impact (Cal 216) .....	255
Clay Lumps in Aggregate (ASTM C142) .....	185
Cleaness Value (Cal 227) .....	245
Compressive Strength of Rock Core (ASTM D7012) .....	320
Consolidation (ASTM D2435) .....	245
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity) .....	230
Crushed Particles (Cal 205, ASTM D5821) .....	185
Direct Shear (ASTM D3080) .....	320
Durability Factor (Cal 229, ASTM D3744) .....	120
Durability Index (Cal 229, ASTM D3744) .....	275
Expansion Index (ASTM D4829) .....	220
Fine Aggregate Angularity (AASHTO T304) .....	245
Fineness Modulus (ASTM C136) .....	35
Flat & Elongated Pieces (ASTM D4791) .....	215
Light Weight Pieces (ASTM C123) .....	215
Liquid Limit (Cal 204, ASTM D4318) .....	.95
Los Angeles Abrasion (Cal 211, ASTM C131) .....	275
Maximum Density Check Point (ASTM D698/D1557) .....	110
Maximum Density/Optimum Moisture – 4 inch (ASTM D698, D1557) .....	245
Maximum Density/Optimum Moisture – 6 inch (ASTM D698, D1557) .....	270
Minimum Density (ASTM D1556) .....	.95
Moisture Content (Cal 226, ASTM C566, ASTM D2216) .....	.45
Natural Density Chunk Sample (ASTM D2937) .....	.55
Natural Moisture/Density Ring or Core Sample (ASTM D2937) .....	.50
One-Dimensional Swell or Collapse of Soils – per point (ASTM D4546) .....	235
Organic Impurities (Cal 213, ASTM C40) .....	115
Organic Matter (ASTM D2974) .....	.95
Percent Finer than #200 (ASTM C117, ASTM D1140) .....	.90
Permeability Remold Sample (ASTM D2434) .....	245
Permeability Remold Sample (ASTM D5084) .....	Quote
Permeability Undisturbed Sample (ASTM D5084) .....	Quote
Petrographic Analysis (Cal 215, ASTM C295) .....	Quote
pH & Resistivity (Cal 643, ASTM G51) .....	155
Plasticity Index (Cal 204, ASTM 4318) .....	160
Potential Reactivity (ASTM C289) .....	270
Residual Shear (ASTM D6467) .....	545
Rock Correction (ASTM D4718) .....	.35
R-Value (Cal 301, ASTM D2844) .....	340
Sand Castle Test (USACE) .....	240
Sand Equivalent (Cal 217, ASTM D2419) .....	110



Sieve Analysis (ASTM C136, ASTM D6913, Cal 202)	135
Sieve Analysis with Hydrometer (Cal 203, ASTM D422)	245
Soil Cement Compression Strength (Cal 312, ASTM D1633)	65
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632)	125
Soil Cement Mixtures, Wetting and Drying (ASTM D559)	1,400
Soluble Chlorides (Cal 422)	80
Soluble Sulfate (Cal 417)	80
Soundness 5 Cycles (Cal 214, ASTM C88)	460
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	145
Specific Gravity Fine Aggregate (Cal 207, ASTM C128)	145
Thermal Resistivity of Soils (remolded sample) (IEEE 422)	1,285
Triaxial Shear Consolidated – Undrained (ASTM D4767)	Quote
Triaxial Shear Unconsolidated – Undrained (ASTM D2850)	Quote
Triaxial Staged Consolidated – Undrained (ASTM D4767)	Quote
Triaxial Staged Unconsolidated – Undrained (ASTM D2850)	Quote
Unconfined Compression (ASTM D2166)	200
Unit Weight Aggregate (Cal 212, ASTM C29)	100
<b>Asphalt Concrete</b>	
Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	\$85
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	105
Emulsion Content (CTM 382)	220
Film Stripping (Cal 302)	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312)	430
Hamburg Wheel Plant Produced HMA (AASHTO T324/Caltrans Section 39)	1,105
Hveem Maximum Bulk Specific Gravity (Cal 308)	370
Hveem & Stabilometer Value (Cal 366)	490
Ignition Oven Correction Factor (AASHTO T308)	310
Ignition Oven Degradation Factor (AASHTO T308)	310
Marshall Density Stability & Flow (ASTM D6927)	490
Marshall Density (ASTM D6926)	370
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	65
Moisture Vapor Susceptibility (Cal 307)	Quote
Optimum Bitumen Content (AASHTO R35/Cal 367)	3,750
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	220
Residue by Evaporation (Cal 331)	220
Rice Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	165
Sieve Analysis Extracted Aggregate (Cal 382, ASTM D5444)	115
Stability and Flow (ASTM D1559)	430
Stabilometer Value (Cal 366)	430
Tensile Strength Ratio Plant Produced HMA (AASHTO T283)	1,105
Wet Track Abrasion (ASTM D3910)	230
<b>Concrete</b>	
2X2 Cube Compression	\$35
Chloride Ion Testing (ASTM C1218)	270
Concrete Core Compression (ASTM C42)	75
Concrete Cylinder Compression (Cal 521, ASTM C39)	35
Flex Beam Modulus of Rupture (Cal 523, ASTM C78)	95
Modulus of Elasticity (Cal 522, ASTM C469)	320
Shotcrete Mockup Panel (ASTM C1140)	1,275
Shotcrete Panel, 3 Cores Compression (CBC)	360
Shrinkage Hardened Concrete (ASTM C157 Modified)	455
Split Tensile Concrete Cylinder (ASTM C496)	95
Time of Set (ASTM C403)	245
Trial Batch Fabrication (ASTM C192)	375
Unit Weight Hardened Concrete (ASTM C642)	70
Unit Weight Lightweight Concrete (ASTM C567)	90
<b>Masonry</b>	
Absorption Block (ASTM C140)	\$145
Compression Adobe	195
Compression Block Standard (ASTM C140)	185
Compression Brick (ASTM C67)	145
Efflorescence Block	215
Efflorescence Brick (ASTM C67)	215
Grout Prism Compression (ASTM C1019)	35
Masonry Core Compression (ASTM C42)	65



Masonry Core Shear (CBC 2105A.4).....	120
Masonry Prism Compression (ASTM E447) .....	185
Modulus of Elasticity (Masonry Prism) .....	310
Mortar Bond Strength Pull Test (ASTM C482).....	80
Mortar Cylinder Compression .....	35
Mortar Shear Strength (ANSI 118).....	125
Relative Mortar Strength (Cal 515) .....	1,045
Shrinkage Masonry Block (ASTM C426) .....	310
Trial Grout Prisms (ASTM C942) .....	50
Water Retention and Air Content (ASTM C270) .....	675
<b>Metal</b>	
Bolt Assembly Hardness Test .....	\$95
Bolt Assembly Tensile & Proof Load Test.....	155
Chemical Analysis.....	235
Modulus of Elasticity (Steel).....	320
Post-Tension Tendon Tensile Testing .....	230
Tensile Strength & Bend Test Structural Steel (ASTM A370) .....	235
Tensile Strength & Bend Test Reinforcing Steel (ASTM A615/A706).....	155
Tensile Strength #14 to #18 Bar (ASTM A615) .....	Quote
Tensile Strength Mechanical Splices #9 and Smaller (Cal 670).....	Quote
Tensile Strength Mechanical Splices #10 to #14 (Cal 670).....	Quote
Tensile Strength Mechanical Splices #18 (Cal 670) .....	Quote
<b>Miscellaneous</b>	
Fireproofing Density Test (ASTM E605) .....	\$100
Fiber Reinforced Polymer Tensile (ASTM D3039).....	705
Material Preparation .....	105
SFRM Adhesion/Cohesion Kit.....	55
Relative Humidity Test (ASTM F2170) .....	100/kit
Concrete Vapor Emission Kits (ASTM F1869) .....	90/kit
Miscellaneous Charges .....	Various
Default Expense .....	Various

## TERMS AND CONDITIONS

Prevailing wage rates will increase consistent with general prevailing wage determinations made by the California Department of Industrial Relations.

All field services will be charged portal to portal with the following minimum charges:

1. The client will be invoiced only for the hours actually worked in 4 and 8 hour increments.
2. A 2-hour show-up charge will be applied to any service canceled the same day of service.
3. Work in excess of 8 hours up to 12 hours in a single day will be charged in 1-hour increments at 1.5 times the standard rate.
4. Work in excess of 12 hours in a single day will be charged in 1-hour increments at 2 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 a.m. to 5:00 p.m.) will be charged a premium on a case-by-case basis. Work performed for Geophysical Studies outside of a standard work week will be charged an additional 50%.

Fees for specialty geophysical services such as seismic reflection, crosshole, gravity, pile integrity testing, vibration monitoring, magnetotellurics, UXO, MEC, etc. will be based on a per project basis. Utility focused projects requiring specialized training such as MSHA (mines) or RSO (refineries) will be billed at a General Geophysical rate.

Other Direct Charges: Our company reserves the right to charge for services outside of the contract in the form of reimbursables, including but not limited to the following: jack and ram calibration, diamond coring bits, fuel, patching materials, mileage, travel time, equipment rental, and administrative time.

Mileage will be charged at the standard federal rate per mile for distances more than 50 miles from the location of dispatch. Per Diem charges will be applied to projects outside a 50-mile radius of our office.

Subcontracted services will be charged at cost plus 20 percent.

Invoices will be submitted monthly. These invoices are due in full upon presentation to the client. Invoices outstanding more than 30 days will be considered past due. A finance charge computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent, will be charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

Our services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

This AGREEMENT is made this 27th of January 2026, by and between City of Oceanside - Water Utilities Department its employees, officers, directors, affiliates, subsidiaries, and agents (CLIENT) at 300 North Coast Highway, Oceanside, California 92054 and ATLAS TECHNICAL CONSULTANTS LLC, its employees, officers, directors, affiliates, subsidiaries, and agents (ATLAS) at 9085 Aero Drive, Suite B, San Diego, California 92123.

**Whereas**, CLIENT intends to employ ATLAS to provide [type of work to be performed + project name/location + proposal number] (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:** Chad Davis 9085 Aero Drive, Suite B, San Diego, California 92123

**CLIENT:** Robin Huber 300 North Coast Highway, Oceanside, California 92054

**PROPOSAL NAME/NUMBER/DATE:** Buccaneer Lift Station and La Salina Wastewater Treatment Plant Decommissioning Project / 23447 / January 27, 2026

**1. SERVICES TO BE PERFORMED** ATLAS shall perform the Services as described in the Proposal referenced above, which is attached hereto as Exhibit A 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	
Products and Completed	\$2,000,000
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 be 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 Proposal.

**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 the results of the Services, 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. CONFIDENTIALITY** ATLAS shall treat as confidential all business or technical information furnished by CLIENT which CLIENT identifies as being confidential in writing. ATLAS shall only utilize or disclose such Confidential Information for the purpose of providing the Services contemplated under this Agreement. ATLAS shall not otherwise disclose or permit access to Confidential Information to any third party without the consent of CLIENT. ATLAS's employees, officers, agents, and subcontractors shall also be bound to these same obligations. ATLAS's obligations under this Section shall not apply to Confidential Information that is: (i) already in the public domain; (ii) developed independently by ATLAS; (iii) received by ATLAS on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) is required to be disclosed by law or applicable court order, but only after actual prior written notice has been received by CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. COUNTERPARTS; ELECTRONIC SIGNATURES** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement that is delivered by facsimile, email or other electronic means will be deemed to have the same legal effect as delivery of an executed original copy of this Agreement. Electronic signatures shall be deemed original signatures for purposes of this Agreement, with such electronic signatures having the same legal effect as original signatures when affixed to this Agreement.

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

**ATLAS TECHNICAL CONSULTANTS LLC:**

**CLIENT:**

(Person authorized to execute contracts)

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT "A"**

**PROPOSAL**

A detailed proposal needs to be attached to the Agreement as Exhibit "A"