

## MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Montrose Environmental Solutions, Inc., ("Consultant"), and \_\_\_\_\_ ("Client") for Services, as hereinafter defined. Consultant and Client are collectively referred to herein as the Parties.

### W I T N E S S E T H:

WHEREAS, Client desires Consultant to perform the Services in accordance with the terms and conditions set forth herein; and

WHEREAS, each party hereto represents that it is ready, willing and able to undertake the responsibilities set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and intending to be legally bound, the Parties agree as follows:

#### 1. Definitions

As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

- A. "Agreement" means this document, together with all documents attached hereto. The documents are intended to be construed consistently and as a whole, and anything that is required by one document shall be deemed to be required by all.
- B. "Fee Schedule" means Consultant's charges for professional services and reimbursable expenses, which shall be updated from time to time.
- C. "Services" means those services to be performed by Consultant pursuant to the terms and conditions of this Agreement.
- D. "Site" means the site upon which Services are to be performed as designated in the Work Order.
- E. "Work Order" means a document that identifies the Client and the Site, defines the specific scope of Services, and includes, as appropriate, cost estimates, plans, drawings, and Consultant's Fee Schedule.

## 2. Services to be Performed

All Services performed under this Agreement shall be determined by a Work Order. Consultant, as an independent contractor, shall furnish all necessary supervision, labor, materials, and equipment and shall perform the Services as defined in each Work Order. A Work Order, when accepted by Consultant, shall be binding upon the Parties hereto, shall incorporate by reference all the terms and conditions of this Agreement, and shall detail the scope of Services to be performed by Consultant. All Work Orders shall be executed and dated by both Consultant and Client, and Consultant shall commence the Services as stipulated and agreed upon in the Work Order.

If at any time during or after completion of the Services, Consultant is requested or required by Client to participate in a deposition or other legal proceeding relating to any Services or the Site, Client shall reimburse Consultant at applicable rates for preparation for and participation in such deposition or legal proceedings.

In the event that Client requests termination of the work prior to completion of a report, Consultant reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date.

If Client requests, Consultant will give a reliance letter to two (2) third parties without an additional fee for a time period up to six months following the date of any report. Consultant will charge a fee of \$300 for a reliance letter issued to a third party, if requested later than six months following the date of any report. The reliance letter will state that the named third party can rely on the report to the extent Client has relied on the report, based on conditions that existed at the time of the report.

## 3. Term of Agreement.

This Agreement shall become effective upon the above-mentioned date and continue in full force and effect unless a 30-day written notice of termination is given by either of the Parties.

## 4. Work Order Changes.

Changes in the scope of Services under a Work Order, including increases and decreases therein, must be in writing and agreed upon and accepted by each party hereto.

## 5. Payment for Services

Client shall pay to Consultant as compensation for the Services the amounts set forth in the Fee Schedule attached to the applicable Work Order. Within 30 days of the date Consultant's invoice is received by Client, Client shall pay the full amount of such invoice; provided, however, that if Client objects to any portion of an invoice, Client shall

notify Consultant of Client's objection and the grounds therefore within 15 days of the date of receipt of the invoice, and the Parties immediately shall make every effort to settle the disputed portion of the invoice. Client in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

6. Warranty.

A. Consultant warrants that the Services will be performed by it in a professional manner in accordance with sound consulting practices and procedures.

B. The observations described in any report will be made under the conditions and subject to the limitations stated therein. The conclusions presented in the report will be based solely upon the activities described therein, and not on scientific tasks or procedures beyond the scope of described services. Where indicated, Consultant will have accepted as true information obtained in interviews with individuals involved with operations on the site. As with any assessment of this type, the conclusions and observations are based upon limited data, therefore, the risk of undiscovered environmental impairment of the property cannot be ruled out. Consultant cannot, therefore, warrant the actual conditions at the site.

C. Observations will be made of the site and of structures on the site as to be indicated within the report. Where access to portions of the site or to structures on the site are unavailable or limited, Consultant will state such in the report and state that it cannot render an opinion as to the conditions of these portions of the site or with regard to the presence to hazardous material at these locations. In addition, Consultant will discuss in the report areas where direct observation of the interior walls, floor, or ceiling of a structure on a site are obstructed by objects or coverings on or over these surfaces, and it will state that with respect to these areas it cannot render an opinion as to the presence of indirect evidence relating to hazardous materials.

7. Indemnification.

A. Except as set forth in subparagraph B of this Paragraph 7, Consultant shall indemnify and hold Client and its directors, officers, and employees harmless from and against any and all liabilities, losses, damages, costs, and expenses Client and its directors, officers, and employees hereafter may suffer in connection with any claim, action, or right or action (at law or in equity) because of any injury (including death) or damage to person or property that arises from any negligent acts, errors, or omissions on the part of Consultant in the performance of the Services;

B. Anything in subparagraph A of this Paragraph 7 to the contrary notwithstanding, Consultant shall not be liable to the extent that any liability, loss, damage, cost, and expense results from an act of negligence or willful misconduct by Client or its directors, officers, employees, or agents.

C. Client shall not be liable to the extent that any liability, loss, damage, cost, and expense results from an act of negligence or willful misconduct by Consultant or its directors, officers or employees, or agents.

D. Client shall have the right, if it so elects, to participate at its own expense in Consultant's defense of any claim or action referred to in this Paragraph 7.

8. Consultant's Liability.

A. Any claim pursuant to this Agreement must be in writing, and must set forth the facts upon which it is based.

B. Anything in Paragraphs 6 and 7 to the contrary notwithstanding, Consultant shall not be liable for:

- (i) the following with respect to services performed regarding property owned by client at the time the services are performed: (a) damage or injury to any subterranean structures (including, but not limited to, pipes, tanks, and telephone cables) or any existing subterranean conditions, or (b) the consequences of such damage or injury, if (with respect to either clause (a) or (b)) such structures or conditions were known or should have been known to Client and were not shown, or were incorrectly shown, on plans furnished by Client to Consultant in connection with the Services or otherwise disclosed to Consultant; or
- (ii) damages resulting from cessation of services under this agreement due to (a) health and safety issues created by inherently unsafe conditions at the site, or (b) due to unsafe conditions created by other contractors performing services at the site.

C. The total liability of Consultant, its employees, officers, directors, agents, and subcontractors, to Client and/or its insurers arising out of or in connection with this Agreement, shall not exceed \$2,000,000 per occurrence. This Section 8.C shall survive the completion of the services or the expiration, cancellation, or termination of this Agreement.

9. Insurance.

Consultant shall maintain for the term of this Agreement insurance policies covering:

- A. Worker's Compensation and Employer's Liability insurance, statutory limits;
- B. Comprehensive General Liability insurance, a total of (including umbrella coverage) \$2,000,000 each occurrence and in aggregate;
- C. Comprehensive Automobile Liability insurance, a total of (including umbrella coverage) \$2,000,000 each occurrence; and
- D. Professional Liability Insurance (errors and omissions) \$2,000,000 each claim and in aggregate.

10. Force Majeure

Each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including, without limitation, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; or acts of a public enemy.

11. Confidentiality

Unless required by law and prior written notice is first provided to Client, Consultant shall not disclose the substance of any report, test or recommendation that it gives to Client in connection with the Services provided for in this Agreement; and, Consultant agrees to treat all maps, data, reports, and other proprietary information relating to the Services as confidential. All parties understand and agree that the Client is subject to the Tennessee Open Records Act and will comply with the terms of said act.

12. Compliance with Law

Consultant, in performing the Services, shall comply with and shall require compliance by any of its subcontractors with all applicable statutes, regulations, or orders of any governmental authority or agency. Client shall cooperate with Consultant in obtaining any permits or licenses required for the performance of the Services.

Certain governmental entities have mandatory contaminant reporting requirements which may apply to Consultant and Client. Both Parties shall cooperate with one another in complying with such laws.

13. Notices

Unless and until another notice contact is provided to the other party in writing, any notice to be given to either party hereunder shall be given by mailing the same by First Class U.S. Mail, postage prepaid, to:

Client:

c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Consultant:

c/o \_\_\_\_\_  
Montrose Environmental Solutions, Inc.  
207 Donelson Pike, Ste. 200  
Nashville, TN 37214

14. Subcontracts

Consultant may subcontract all or any part of the Services with the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Agreement.

15. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations, or agreements relating thereto, written, or oral, except to the extent that they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing executed by Client and Consultant.

16. Governing Law and Venue

This Agreement and the legal relations of the parties shall be governed by the laws of the State of Tennessee applicable to agreements negotiated, executed, delivered, and fully performed in such State. Any litigation concerning or relating to this contract shall be filed in the Chancery Court of Cumberland County, Tennessee.

17. Counterparts

This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

18. Captions

Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.

19. Severability

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

20. Mediation

If any dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum. No written or oral representation made during the course of any mediation shall be deemed a party admission.

21. Waiver

A. No waiver of the terms, conditions and covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the Parties.

B. A waiver of any breach of the terms, conditions and covenants of this Agreement shall be for that one time only and shall not apply to any subsequent breach.

It is agreed that this Contract shall not be valid until such time as it is approved by the Crossville City Council.

AGREED:

For CLIENT by:

For CONSULTANT by:

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Signature

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Signature

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Printed/Typed Name

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Printed/Typed Name

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Title

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Title



**Principal/ Associate**

Director / Subject Matter Expert	\$425
Managing Principal	\$386
Senior Principal	\$295
Principal	\$273
Senior Associate	\$261
Associate	\$238

**CADD/GIS**

Senior Designer/Architect/GIS	\$152
Project Designer/Architect/GIS	\$132
Staff Designer/Architect/GIS	\$122
CAD Drafter	\$103
CAD Technician	\$85

**Professional**

Senior Professional III	\$232
Senior Professional II	\$213
Senior Professional I	\$194
Project Professional III	\$170
Project Professional II	\$152
Project Professional I	\$146
Staff Professional III	\$134
Staff Professional II	\$116
Staff Professional I	\$110

**Construction/Field Services**

Construction Manager	\$210
Senior Field Supervisor	\$188
Project Field Supervisor	\$146
Senior Equipment Operator	\$146
Equipment Operator	\$128
Senior Technician II	\$128
Senior Technician I	\$116
Technician II	\$97
Technician I/Laborer	\$79

**Administrative/Technical Editor**

Administrative Manager	\$146
Administrative Supervisor	\$133
Administrative Professional III	\$115
Administrative Professional II	\$97
Administrative Professional I	\$86
Senior Technical Editor	\$144
Project Technical Editor	\$134
Staff Technical Editor	\$103

**Industrial Health/Health & Safety**

Senior Certified Industrial Hygienist	\$260
Certified Industrial Hygienist	\$221
Certified Safety Professional	\$203
Senior Health & Safety Specialist	\$174
Project Health & Safety Specialist	\$140
Staff Health & Safety Specialist	\$103

**DIRECT EXPENSES**

Subcontract Fees: Cost +15%

Other Direct Project Expenses (including travel and materials): Cost +10%

General & Administrative Fee: Labor and Other Direct Costs +5%

**ADDITIONAL RATE NOTES**

Non-professional labor provided over 8 hours per day or on weekends and holidays will be charged at 1.5x the hourly rate.

Litigation support, including deposition and trial will be charged at 1.5x the hourly rate.

Unit prices for equipment utilized on projects will be provided upon request.

The personnel charges and direct expenses indicated above are for calendar year 2025 only and are subject to change January 1 of each calendar year or upon 30 days' notice to the client.