



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: LEG APTIM E-Verify Number: 32855

Commodity: SERVICE

Estimated annual expenditure for the above commodity or service: \$ 75,000

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: HAMEED MALIK Department: ENGINEERING/ENV. SVC Date: 9/10/2025

Department Head Signature:  Date: 9/10/25

Approval Authority:  Date: 09/22/25

Administrator Approval: (required — not required)  Date:

COMMENTS:



ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: Andy Penick
FROM: Hameed Malik, Ph.D., P.E.
Director
DATE: August 26, 2025
SUBJECT: Sole Source Justification

The Environmental Services Department is requesting a sole source for APTIM/LFG Specialties Inc. The vendor is the manufacturer of the gas collection and recovery system installed in 2010. LFG Specialties has been the sole provider of cellular services for remote engineering support including phone, FT Connect/or direct network access support. They have the ability and expertise to remotely access the system and make correct adjustments when our technicians need assistance. Our permit requires the correct operation of this system.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3206 should you have any questions or require any additional information.

Attachment

Cc: Oscar Flite

R410113

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION

ENGINEERING & ENVIRONMENTAL SERVICES

541 04 4210 53-19121

R & M - LF Gas Plant

LEO RUFFIN

REQUISITION NO

REQUISITION DATE

PURCHASE ORDER NO

PURCHASE ORDER DATE

LFG SPECIALTIES LLC/APTIM

DEPARTMENT NAME
ORG. KEY & OBJECT CODE
OBJECT CODE DESCRIPTION
REQUESTOR/SIGNATURE

DIRECTOR/DISEGNATE - SIGNATURE

BID#

SOLE SOURCE



VENDOR #1		VENDOR #2		VENDOR #3	
LFG SPECIALTIES LLC/APTIM					
VENDOR NAME		VENDOR NAME		VENDOR NAME	
PHONE NUMBER		PHONE NUMBER		PHONE NUMBER	
CONTACT		CONTACT		CONTACT	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
1	PROVIDE SITE ASSISTANCE AND ENGINEERING SERVICES TO REPAIR AND SERVICE THE GAS ANALYZER AND OILER FOR THE COMPRESSOR SKID ON UNIT #212 AT THE AUGUSTA LANDFILL GAS AT THE RATE TABLE ATTACHED.	1	75,000.00	75,000.00	
2		1			
3					
4					
5	REFERENCE #072514				
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BID WITHOUT SHIPPING			\$ 75,000.00	\$	\$
SHIPPING CHARGES				\$	\$
TOTAL BID WITH SHIPPING			\$ 75,000.00	\$	\$

Work Order #

Asset #

Description

PURPOSE OF REQUISITION

Aptim Environmental & Infrastructure, LLC LFG Specialties

**Flare System Service
Unit #2212**

Oiler and Analyzer Repair

Prepared for:

Leo Ruffin
Augusta County
(706) 339-2050
LRuffin@augustaga.gov

Deans Bridge Landfill
Augusta, GA

Reference #: 072514

August 25, 2025

Proposal & Pricing

Presented by:

Wayne Heishman
Project Manager
LFG Specialties
(419) 424-4964 Office
(419) 306-0293 Cell
Wayne.Heishman@aptim.com

Alternate Contact:

Nick Klear
Service Manager
LFG Specialties
(419) 425-6266 Office
(419) 420-5870 Cell
Nicholas.Klear@aptim.com



Flare Service Unit #2212
Service Agreement No. 072514
August 25, 2025



SERVICE AGREEMENT

This service agreement "Agreement" which includes the Services & Equipment Specification and Terms and Conditions of Service below is entered into on the undersigned date, by and between Aptim Environmental & Infrastructure, LLC ("APTIM"), a Louisiana company, and _____ (hereinafter "Client").

In consideration of the covenants contained herein and for other good and valuable consideration, the legal sufficiency of which is acknowledged, the parties wishing to be legally bound agree as follows:

I. SERVICE AND EQUIPMENT SPECIFICATION

APTIM hereby proposes to furnish the Equipment and Services as described in this Agreement per the following and subject to the standard "Terms and Conditions of Services" below:

A. Service and Equipment Scope:

APTIM is pleased to present, for Client's consideration, the following scope of work:

1. Provide Site assistance and Engineering services to repair and service the gas analyzer and oiler for the compressor skid on Unit #2212 at the Augusta Landfill gas delivery.

This work is being proposed per the following rate table:

Field Service Rate	Standard Rate / day	Weekend / Emergency Rate per day
Service Technician	\$1600	\$2100
Electrical Engineer	\$1800	\$2300
Wellfield Gas Technician	Option is being currently	being determined.
*Day rates include travel and can be used in ½ day intervals.		
Office Support Rate	Standard Rate / hour	Overtime Rate / hour
CADD	\$132	\$195
Electrical Engineer	\$189	\$225
Project Manager	\$189	\$225
Sr. Electrical Engineer	\$226	\$315
Sr. Project Manager	\$226	\$315
*Overtime rate is outside the hours of 8am -5pm, Saturday, Sunday, or Holiday.		

Notes:

1. The not to exceed hours includes ten days on site with a service technician locally (Atlanta), eight days on site with a second service technician with travel.
2. Including estimated repair of the analyze the Oiler's pumps, lines and feeders.
3. Should additional part or services be needed a quote will be provided.

B. Price Schedule:

Price Time and Material will be billed at the rates listed in Section A, Items 1:

\$ 75,000.00 Not to Exceed



This pricing does not include any pending tariffs that may be imposed. Due to market volatility and the uncertainty surrounding tariffs and their effect on both foreign and domestic sourced materials we reserve the right to increase the above quoted prices based on the material costs at the time of order.

****NOTE: Price for time in excess of that stated above will be billed at a rate of \$1,600.00/weekday \$2,100/weekend day. Replacement parts will be billed. Any scope in addition to that listed above will require a signed change order.***

ALL PRICING IS FOB — FINDLAY, OHIO

C. Work Schedule:

APTIM makes every effort to meet our customers delivery requests and special requirements. Delivery for the service/equipment outlined in this Agreement is:

Service Schedule: 8-10 weeks from receipt of purchase order

(Due to current supply chain shortages brought on by the pandemic, workforce shortages and other challenges that are out of our control, the schedule outlined herein is being provided for reference only. The schedule proposed herein is based on long lead deliveries from our vendors at the time that this proposal was prepared. However, new challenges are brought on weekly, if not daily. We understand the importance in meeting schedules, and will do our best to hold true to these schedules. Should a supply issue occur, we will diligently communicate the issue and work to find and offer alternatives to meet the needs of the project to progress forward.)

D. Payment Terms:

Terms of payment to be 100% net due 30 days from date of invoice. Invoice will be issued upon a progress basis according to the following schedule:

Milestone	Amount
completion of work (monthly)	100%

Prices are quoted firm for prompt acceptance and shipment per delivery schedule. Prices are valid for 45 days from date of issue.

Prices do not include any taxes, duties or assessments. However, at time of invoicing, applicable taxes will be applied based on current rate to comply with applicable State and Local laws unless a Sales Tax Exemption Certificate is provided.

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E. Field Service Rates and Availability:

Field Service Rate	Standard Rate / day	Weekend / Emergency Rate per day
Service Technician	\$1600	\$2100
Electrical Engineer	\$1800	\$2300
Wellfield Gas Technician	Option is being currently	being determined.
*Day rates include travel and can be used in ½ day intervals.		
Office Support Rate	Standard Rate / hour	Overtime Rate / hour
CADD	\$132	\$195
Electrical Engineer	\$189	\$225
Project Manager	\$189	\$225
Sr. Electrical Engineer	\$226	\$315
Sr. Project Manager	\$226	\$315
*Overtime rate is outside the hours of 8am -5pm, Saturday, Sunday, or Holiday.		

F. Equipment Warranty:

APTIM guarantees only the replacement parts supplied by APTIM as outlined and specified in this Agreement for the period of six (6) months from date of shipment.



II. TERMS AND CONDITIONS

The Services to be performed are as described in the Service and Equipment Specification above and under the following terms and conditions:

1) INDEPENDENT CONTRACTOR:

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC ("APTIM") shall be fully independent in performing the Services and shall not act as an agent or employee of CLIENT. APTIM shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

2) TAXES:

The CLIENT shall pay any and all sales, use, or similar taxes imposed on the Services.

3) DOCUMENTATION, RECORDS, AUDIT:

If requested by CLIENT, APTIM shall provide CLIENT with copies of all documents which it is required to file or maintain under any federal, state, or local law naming or obligating the CLIENT, including, without limitation, any hazardous waste manifests relating to the Services.

CLIENT shall have the right, at its expense, to inspect and audit APTIM's records and accounts covering charges hereunder at all reasonable times during the course of the Services for a period of one (1) year after the substantial completion thereof.

4) RISKS AND ALLOCATION:

CLIENT hereby acknowledges, understands and agrees that there are risks inherent to field services, many of which cannot be ascertained or anticipated prior to or during the course of the Services. CLIENT SPECIFICALLY AGREES THAT APTIM'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED IN THESE TERMS AND CONDITIONS.

5) APTIM WARRANTIES, REPRESENTATIONS, AND COVENANTS:

A. Professional Standards Warranties: APTIM warrants, represents, and covenants that: (1) APTIM has the capability, experience, and means required to perform the Services; (2) such Services will be performed using personnel, equipment, and material qualified and/or suitable therefore; and (3) APTIM will perform the Services in a diligent and workmanlike manner consistent with accepted professional practices and standards for nationally recognized firms engaged in similar work, as in effect at the time and location the Services are performed.

B. Material and Workmanship Warranty: APTIM warrants that any equipment of its own manufacture will be complete in all its parts, and for the Warranty Period of six (6) months, will under proper application and operation be free from material defects in material and workmanship. APTIM's warranty for equipment of its own manufacture shall be limited to the following:

(1) Replacement or repair of any equipment or parts which under normal and proper operating conditions are, in APTIM's sole opinion, found and confirmed defective and are returned to APTIM within the Warranty Period, transportation charges prepaid.

(2) Notwithstanding the foregoing provisions, any repair, replacement or modification, regardless of cause, that is performed by someone other than an APTIM representative, shall result in all of the warranties provided herein being null and void, and as such, neither APTIM nor its suppliers shall have any liability or obligations whatsoever to CLIENT.

(3) CLIENT shall be responsible for freight charges in connection with the return or replacement of any defective equipment or parts.

C. Other APTIM Warranties: APTIM warrants, represents, and covenants that: (1) On equipment not made by LFG Specialties: LFG Specialties will take any steps reasonably within its power to make available to Purchaser any manufacturer's warranty applicable to the Equipment. APTIM will perform the Services in compliance with (i) applicable federal, state, and local laws, regulations, and ordinances as in effect and construed at the time the Services are performed (2) APTIM shall use its best efforts to avoid infringements, as set forth in Section 12 hereof.

D. Remedies: If CLIENT alleges that APTIM has breached a warranty set forth herein, then CLIENT shall promptly notify APTIM in writing and, before taking any further action against APTIM, shall afford APTIM the opportunity, at APTIM'S cost, to either re-perform any defective Service according to the original scope of work therefore (as modified up to the time of breach), or to commence and diligently pursue the cure of such breach, in which event such re-performance or cure shall be CLIENT's sole and exclusive remedy therefore.

EXCEPT AS SET FORTH IN SECTION I.F OF THE SERVICE AND EQUIPMENT SPECIFICATION AND SECTION II.5 ABOVE, APTIM MAKES NO GUARANTEE OF RESULTS OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS TO ANY OF THE GOODS OR OTHER MATERIALS FURNISHED OR SERVICES WHICH MAY BE

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PERFORMED PURSUANT TO THIS AGREEMENT. FURTHERMORE, APTIM MAKES NO WARRANTY OR REPRESENTATIONS HEREIN AS TO EQUIPMENT AND MATERIALS THAT ARE NOT MANUFACTURED OR SUPPLIED BY APTIM PURSUANT TO THIS AGREEMENT.

6) INDEMNITY BY APTIM:

Subject to the limitations stated herein, APTIM shall defend, indemnify and hold harmless CLIENT (including its officers, directors, shareholders, employees, and agents) from and against any and all losses, liabilities, claims, demands, damages, fines and penalties, and related expenses (including reasonable legal fees and costs) to the extent (and only to the extent) arising out of APTIM'S negligent acts, errors or omissions or willful misconduct in performing Services

7) CLIENT WARRANTIES, REPRESENTATIONS, AND COVENANTS:

CLIENT warrants, represents, and covenants as follows:

A. Responsibility for Sites: CLIENT has responsibility for the sites with respect to which CLIENT may request Services. There will exist no legal impediment or restraint applicable to CLIENT, the site or otherwise, which may adversely affect the ability of APTIM to perform the Services.

B. Characteristics of Materials or Existing Flare Systems: Any materials or existing flare systems with respect to which APTIM performs Services either (1) will have the composition and characteristics described by Client either verbally (which shall promptly be reduced to writing) or in the request for proposal or other documents given to APTIM, or (2) if nonconforming, will not (i) increase the cost of performing the Services; (ii) increase the nature or extent of the hazard or risk undertaken by APTIM in agreeing to perform the Services; and (iii) be such that the facilities designated can no longer be legally used or the Services legally performed.

C. Characteristics of Site: CLIENT will provide APTIM with all relevant information available to it concerning the site, equipment or existing flare system for which Services are requested, including, without limitation, any hazards that are known by CLIENT to be present, summaries and assessments of the site, equipment or existing flare system's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the equipment or existing flare system or the site.

D. CLIENT'S Duties: CLIENT shall, at its cost, at such times as may be required by APTIM for the successful, timely, and expeditious completion of Services:

(1) Provide unimpeded and timely access to the site, any necessary third-party property, and an adequate area for APTIM, equipment storage, and employee parking necessary for the Services.

(2) Provide unimpeded and timely access to landfill gas and power of sufficient quantity and quality to operate the equipment unimpeded for purposes of performing the Services.

E. Changes: If APTIM encounters any unforeseen, differing or changed conditions or circumstances, the time for completion of such Services shall be extended, and APTIM shall receive an equitable compensation adjustment if APTIM incurs additional costs or additional Services are required.

8) INDEMNITY BY CLIENT:

CLIENT shall defend, indemnify, and hold harmless (and does hereby release) APTIM (including its parent, subsidiary and affiliated companies and their officers, directors, employees, and agents) from and against, any and all liabilities, claims, demands, losses, damages, fines and penalties, and related expenses (including legal fees and reasonable costs of investigation), to the extent resulting from, attributable to, or arising out of:

A. Any action or inaction of CLIENT or any third party or compliance by APTIM with directives issued by CLIENT;

B. Any breach by CLIENT of any warranties, other provisions hereof, or of laws, regulations, or ordinances;

9) LIMITATION OF LIABILITY:

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT:

A. IN NO EVENT SHALL APTIM BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, IMPACT, OR CONSEQUENTIAL LOSSES, DAMAGES (INCLUDING LOSS OF PROFITS), LIABILITIES OR EXPENSES INCURRED BY CLIENT OR ANY THIRD PARTY AS A RESULT OF APTIM'S PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR BY APPLICATION OR USE OF REPORTS PREPARED OR OTHER SERVICES PERFORMED; FURTHER, APTIM SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE APTIM BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW; AND

B. FOR ALL LOSSES, DAMAGES, LIABILITIES OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS), WHETHER FOR INDEMNITY, OR NEGLIGENCE, INCLUDING ERRORS, OMISSIONS OR OTHER ACTS, OR WILLFUL MISCONDUCT, OR BASED IN CONTRACT, WARRANTY (INCLUDING ANY COSTS AND FEES FOR REPAIRING, REPLACING OR RE-PERFORMING SERVICES OR CURING A BREACH HEREOF), OR FOR ANY OTHER CAUSE OF ACTION (INDIVIDUALLY, A "CLAIM"; COLLECTIVELY, "CLAIMS"), APTIM'S LIABILITY, INCLUDING THE LIABILITY OF ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS, AND OFFICERS AND ALL OTHER PERSONS FOR WHOM APTIM IS LEGALLY RESPONSIBLE, SHALL NOT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEED IN THE CUMULATIVE AGGREGATE WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT THE LESSER OF THE TOTAL AMOUNT OF COMPENSATION PAID TO APTIM HEREUNDER OR \$100,000; AND

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C. ALL CLAIMS AGAINST APTIM, ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS OR OFFICERS AND ALL OTHER PERSONS FOR WHOM APTIM IS LEGALLY LIABLE, SHALL BE DEEMED WAIVED UNLESS AND TO THE EXTENT CLIENT SHALL BRING SUIT THEREFOR AGAINST APTIM WITHIN ONE (1) YEAR AFTER APTIM'S SUBSTANTIAL COMPLETION OF THE PARTICULAR SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE.

10) INSURANCE:

APTIM is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished on request. If the CLIENT requires further insurance coverage, APTIM will endeavor to obtain said coverage, and CLIENT shall be charged therefor. The certificates shall specify the dates when such insurance expires and shall provide for notices of cancellation according to the standard wording of the Acord Certificate of Insurance Form. APTIM and its insurer(s) hereby reserve all rights of subrogation.

11) PATENTS AND INVENTIONS:

CLIENT may use any final reports of findings, or other work performed or prepared by APTIM under this Agreement for its internal purposes in connection with the project and/or location for which such work was prepared, but APTIM reserves all other rights with respect to the same and all other documents produced in performing the Services. All reports will be delivered subject to APTIM'S then current limitations. CLIENT shall obtain prior written consent from APTIM for any other use, distribution, or publication of such reports or work results.

CLIENT shall retain all right and title to all patentable and unpatentable inventions, including confidential know-how, developed by CLIENT and/or by APTIM hereunder in CLIENT'S field of expertise.

APTIM shall retain all right and title to all patentable and unpatentable inventions, including confidential know-how, developed by APTIM hereunder in APTIM'S field of expertise. APTIM shall grant to CLIENT a royalty-free, nonexclusive and nontransferable license under any such developed inventions and know-how to use the same in any of CLIENT'S facilities.

12) INTELLECTUAL PROPERTY

APTIM shall use its best efforts to provide Services which do not infringe on any valid patent, copyright, trademark or involve the use of any confidential information that is the property of others unless APTIM is licensed or otherwise has the right to use and dispose thereof. APTIM shall also use its best efforts to inform CLIENT of any infringement that may be reasonably expected to result from the use of the Services. However, the best efforts of APTIM shall not include a duty to conduct and/or prepare a patent or other search and/or opinion. The liability of APTIM under this Agreement in any legal proceeding where CLIENT is made a defendant for actual infringement based upon a Service provided by APTIM shall exclude infringement which is related to manufacturing processes of CLIENT and any consequential damages.

13) FORCE MAJEURE

Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, and changes in laws, statutes, regulations or ordinances.

14) ASSIGNMENT

Neither party shall assign any right or delegate any duty under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, any subsidiary or affiliate of APTIM or other persons APTIM designates may perform some or all of the Services, and APTIM may upon notice to the CLIENT assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns.

15) GOVERNING LAW

This Agreement shall be governed by and interpreted pursuant to the rules of the state where the services are to be performed.

16) ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement constitute the entire understanding of the parties relating to the provision of Services by APTIM to CLIENT and shall be deemed incorporated in all Orders unless otherwise agreed in writing by APTIM. In the event of conflict, this Agreement shall govern. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other form of the CLIENT is hereby expressly objected to by APTIM and shall not operate to modify the Agreement, and APTIM'S acceptance of an Order is expressly conditioned on and limited to assent to the provisions hereof. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing APTIM to begin work. This Agreement may be amended only by a written instrument signed by both parties.

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17) WAIVER OF TERMS AND CONDITIONS

The failure of APTIM or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

18) SEVERABILITY AND SURVIVAL

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions hereof shall survive the termination of this Agreement.

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IN WITNESS WHEREOF, CLIENT and APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC agree to the foregoing (INCLUDING THE LIMITATIONS ON LIABILITY IN SECTION 9) and have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth below.

Bill-to Address (please fill in)

Ship-to Address (please fill in)

Attention: _____
Phone: _____
Email: _____

Attention: _____
Phone: _____
Email: _____

The terms and conditions set forth in this Agreement herein, which include the Service and Equipment Specification and the Terms and Conditions of Service, constitute the entire understanding of the parties relating to the goods and services provided for herein. All subsequent modifications to this Agreement shall not be effective unless they are in writing and signed by Aptim Environmental & Infrastructure, LLC.

Equipment:	\$
Estimated Shipping & Handling:	\$
OPTIONS SELECTED	
_____	\$
_____	\$
_____	\$
Subtotal:	\$
Sales Tax: % County State	\$
Or ☐ Tax Exemption Certificate or ☐ Direct Pay Certification	
Onsite Services:	\$
Total Sales Price Including Tax:	\$

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the month, day, and year set forth below.

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

Sign _____
Name _____
Title _____
Date _____

PURCHASER

Sign _____
Name _____
Title _____
Date _____
P.O. # _____