7/23/2025

RFP #37670

Proposal – EAP and Inundation Mapping for Wallace Lake Dam

Submitted to

Wallace Community Services District
Steve Martin
100 Wallace Lake Dr. S.
Wallace, CA 95254

Submitted by

verdantas

315 W. Oak Street, Suite 620
Fort Collins, CO 80521

315 W. Oak Street, Suite 620
Fort Collins, CO 80521
+1 970-852-6032

July 23, 2025

Wallace Lake Community Services District
Steve Martin
100 Wallace Lake Drive. S.
Wallace, CA 95254

Proposal for Emergency Action Plan and Inundation Mapping for Wallace Lake Dam

Dear Mr. Martin:

Verdantas Inc. (Verdantas) is pleased to present to the Wallace Lake Community Services District (the Client) the following scope of work of providing engineering services to the Client to address the California Department of Water Resources Division of Safety of Dams (DSOD) requirements to meet Title 23. – Waters, Division 2. Department of Water Resources, Chapter 1. Dams and Reservoirs, Article 6. The project includes dam breach modeling and mapping, Emergency Action Plan (EAP) preparation, and DSOD coordination. The following scope of work is based on Verdantas' understanding of the project and the Client's request associated with the Wallace Lake Dam in Calaveras County, California (the Site). This scope of work and associated fee is in response to your request via email on June 24, 2025, and subsequent phone call on June 25, 2025.

The following is our understanding of the necessary tasks to provide the required items to submit inundation mapping and an EAP for DSOD's review and approval.

Susan Cundiff, PE, CFM
Senior Hydraulic Engineer
scundiff@verdantas.com

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1. Project Understanding

The Wallace Lake Dam No. 499 (Dam Inventory #CA01314) is located at Lat: 38˚11'39" Long: 120˚58'19", in Wallace, Calaveras County, California just south of Camanche Reservoir. It is understood that the Division of Safety of Dams (DSOD) is requiring inundation maps to be submitted for Wallace Lake Dam which currently has a classification of "significant" hazard. The services described in this proposal will supply the dam owner with the following required deliverables to DSOD in compliance with Title 23.-Waters, Division 2. Department of Water Resources, Chapter 1. Dams and Reservoirs, Article 6. Inundation Maps:

- Inundation maps that depict flood extents, depths, arrival times, and duration of flooding following a sudden and complete failure scenario of Wallace Lake Dam No. 499
- Geospatial (GIS) files of key inundation map data
- Summary report that documents modeling methods and assumptions

To meet the Water Code section 6161, subdivision (a) (3), Verdantas will develop and Emergency Action Plan (EAP) after the approval of the inundation maps and will submit to the Office of Emergency Services (OES).

We have extensive dams experience and can perform the work necessary to address the items listed above. Based on our understanding of the project from conversations with yourself, we have identified the following objectives of the overall project:

1. Prepare the inundation mapping and technical report, and
2. EAP with inundation mapping.

2. Scope of Services

2.1 Task 1 – Project Management and DSOD/OES Coordination

Verdantas will provide engineering management support in the form of client, design team and regulatory agency coordination, allocation and balancing of resources for the project, participation in conference calls and meetings. This task assumes the following correspondence type and frequency:

- Kickoff virtual conference call to discuss the work and to set expectations for project milestones.
- Regular project updates throughout the work.
- Conference call with DSOD dam safety and coordination as needed with OES officials as we progress through the work.

2.2 Dam Breach Modeling and Inundation Mapping

2.2.1 Hydraulic Study

Verdantas plans to prepare a dam breach study to estimate the limits of inundation within the receiving waters of the dam. The inundation maps will help the dam owner and emergency responders to determine which critical downstream structures and/or infrastructure (i.e., homes and businesses or major roads) may be affected in the event of a dam breach. Verdantas will prepare the inundation mapping for the dam using software such as Hydrologic Engineering Center River Analysis System (HECRAS) developed by the Army Corps of Engineers. The methods and models analyzed will be to the standards acceptable by the DSOD. Verdantas will use publicly available information to define the topography in the inundation area. It is assumed that detailed LiDAR ground topography is available from DWR, USGS, or another publicly accessible source. If there is no usable ground topography available for the study area, this task will need to be re-scoped. This topographic data will be formatted for use in developing the 2D hydraulic model. No additional onsite surveys will be conducted.

The model will extend downstream to determine the inundation extents following guidance that breached flows will return to the channel banks. Verdantas assumes that a model domain of approximately 3 miles downstream will sufficiently represent this condition.

The site plan and volume elevation curve provided via email on July 12 and July 13, 2025 will be used to characterize the volume of storage and dam embankment. Should the DSOD need further clarification to characterize the dam, and change order for survey will be explored.

The dam failure will assume the reservoir is at capacity and a sudden and complete failure occurs (i.e. Sunny Day Failure), as required by Title 23. Assumptions for dam failure mechanisms and breach progression will be coded into the model.

One (1) dam failure scenario is assumed for this task. It is assumed that only the main dam will be failed, and no other appurtenant structures exist. It is also assumed that no dams are downstream of Wallace Lake Dam will be impacted, which would necessitate additional failure scenarios if additional dams are identified.

Model results will be post-processed to generate inundation maps that are compliant with Title 23 requirements. Maps will need to include the following:

- Flood extents

- Flood arrival times
- Maximum flood depths
- Duration of flood inundation
- Critical facilities in vicinity of flood path (e.g. hospitals, fire stations, etc.)

Verdantas will use aerial photography to identify impacted structures on the maps.

2.2.2 Flood Study Report

Verdantas will prepare one (1) technical report to document steps taken in Task 2. The report will include documentation of all data sources, model setup methodology, and model assumptions that went into generating the required inundation maps. The Draft Report will be provided for review to the dam owner and it is anticipated that one (1) round of comments will take place for each report. Final Reports will be provided based on comments received.

2.2.3 Emergency Action Plan and Inundation Mapping

Verdantas will prepare the Emergency Action Plan (EAP) and inundations maps that reflects the current conditions of the dam. The EAP will be prepared in an accepted format based on requirements set forth by DSOD and OES. Verdantas will provide a draft EAP with inundation mapping to the Client to review. The EAP will include plan exhibits showing the mapped inundation limits based on topographic contours, superimposed on aerial imagery. This task includes one round of comments from the Client and one round of comments from DSOD/OES.

2.2.4 Submittal to DSOD/OES

Inundation maps, GIS data, and the technical report will be submitted to DSOD for review. Verdantas will respond to any comments received from DSOD. One (1) round of comments/responses is anticipated for this task for the report. Revisions will be made, if necessary, and final submittal will be provided to DSOD. Upon acceptance of the inundation maps and report, Verdantas will submit the EAP to OES.

Deliverables to DSOD:

- Electronic files associated with hydraulic model inputs and outputs
- Electronic copies of Inundation maps formatted to be compliant with Title 23 standards
- GIS files of inundation map data
- One (1) electronic copy of Draft Technical Report
- One (1) electronic copy of Final Technical Report

Deliverables to OES:

Electronic copies of the EAP and Inundation maps formatted to be compliant with Water Code section 6161, subdivision (a) (3)

- One (1) electronic copy of Draft EAP
- One (1) electronic copy of Final EAP

2.3 Additional Work

Additional work beyond the Scope of Work defined herein shall not be performed until such time as an amendment to this Scope of Work, including the scope of the additional work and associated costs, has been prepared in writing to address the additional work and said amendment has been approved by the Client.

Specific items not within the Scope of Work on this project include, but are not limited to the following:

EXAMPLE:

1. Site Visit;
2. Bathymetric Survey;
3. Operations, Maintenance, and Inspection Manual (OMI).

If additional services are requested, Verdantas will provide a separate proposal for those services. The cost included in this Scope of Work may be modified upon the collection of additional information that indicates conditions are significantly different from those currently anticipated.

3. Project Budget and Schedule

Based upon the information and assumptions listed in this Scope of Work, Verdantas prepared the following costs.

Verdantas proposes that the Scope of Work described herein to be completed for a total lump sum cost of $21,000 The proposed cost is based upon information provided to us regarding the property location and uses and the assumptions described in this Scope of Work. If conditions are discovered during performance of services under this Scope of Work that are not consistent with those known to Verdantas at the time this Scope of Work was prepared or the assumptions upon which the proposed cost was based, as documented herein, are not valid, then the Scope of Work and terms of this Agreement will be revised in consultation with you. You will be promptly notified should these circumstances arise.

The costs for the tasks identified in this Scope of Work are:

TASK	**COST**
Task 1 – Project Management and DSOD Coordination	$ 1,000
Task 2 – Dam Breach Modeling and Inundation Mapping	$ 16,000
Task 3 – Emergency Action Plan (with Inundation Mapping)	$ 4,000
TOTAL without Optional Task:	**$ 21,000**

Verdantas is prepared to begin the work upon receipt of a signed proposal and will complete the draft inundation mapping for submittal to DSOD within 8 weeks from notice to proceed.

4. Authorization and Terms

By the signing of this agreement the undersigned takes full responsibility for the payment of the fee. This responsibility cannot be assigned to a third party without the written approval of Verdantas. The above fee is due and payable upon completion of the work and/or percent of completion on a monthly basis and is not contingent on real estate closings, transfer of property, or any other outside (third party) agreements. Verdantas's Terms and Conditions are attached.

Working with Verdantas on this project will provide an understanding of the project as demonstrated in our scope of services, a timely and accurate completion of the work, and overall value to your project stemming from our commitment to providing quality, personalized service to you. Kindly sign and return one of the originals of the proposal to our office, and we will provide you with responsive action adding it to our current workload schedule immediately.

SCOPE OF WORK AND COST ESTIMATE ($21,000)
Wallace Lake Dam
Calaveras County, California

AUTHORIZATION:

Signature:

Printed Name: Steve Martin

Title: Board President

Date: July 31, 2025

Attachment 1

Verdantas Terms and Conditions

1. Definitions. As used in this Agreement, the following definitions apply:

1.1. "**Agreement**" means these General Terms and Conditions, any Proposal accepted or authorized by Client, and any Task Order amendments or supplements thereto and executed by both Parties.

1.2. "**Claims**" means any and all liabilities, claims, suits, losses, damages, fines, penalties, and costs, including reasonable attorney's fees and other legal fees and related legal expenses.

1.3. "**Proposal**" means a document prepared by Consultant by which Consultant offers to perform specific Services for or on behalf of Client. The Proposal shall describe the scope of Services offered and provide an estimated budget for the Services. The Proposal may also include a proposed project schedule and related details regarding the Services.

1.4. "**Services**" means the work performed or to be performed by Consultant pursuant to an accepted Proposal and executed Task Order and includes all Consultant work product.

1.5. "**Site**" means any site upon which or in relation to which Services may be performed.

1.6. "**Task Order**" means a document by which Client authorizes Consultant to provide specific Services as set forth in a Proposal. The term Task Order may refer to a Work Order, Purchase Order, Requisition for Services, Authorization, Notice to Proceed, or other equivalent document.

1.7. "**Project**" means the reasonably related Services and tasks outlined in the applicable accepted Proposal(s) or executed Task Order(s), and relevant amendments thereto, and encompasses all activities, deliverables, objectives, and milestones that the Consultant is contracted to complete within the agreed-upon timeframe and budget.

2. Project Authorization and Contract Documents.

2.1. During the Term of this Agreement, Client may periodically request Consultant to provide Proposals to perform professional Services for or on behalf of Client. In response to each such request, Consultant shall prepare a Proposal that integrates this Agreement and describes the proposed Scope of Services and associated fees and submit the Proposal to Client for its consideration. Depending on the Services to be offered, the Proposal may contain supplementary terms that modify the terms and conditions set forth in this Agreement. If the Proposal is acceptable to Client, Client may authorize Consultant to proceed with the Project by executing the Proposal and returning it to Consultant. Alternatively, Client may authorize the Project or a mutually-acceptable portion thereof, by Client preparing, or requesting Consultant prepare, a Task Order, as defined herein, for execution.

2.2. For any specific Project, in the event of an inconsistency between the terms of this Agreement and the terms of Consultant's Proposal or the terms of a Task Order, the terms and/or conditions of the document most recently executed by both Parties shall control.

2.3. Unless expressly stated otherwise in a Proposal, the fees, costs, and schedules in the Proposal constitute Consultant's estimated costs and estimated schedule for the Services. These estimates are not guaranteed. Consultant shall inform Client if it determines at any time that a material change to the nature, time, cost, or extent of Services is required or advisable. No material change will be made without Client's consent except pursuant to Section 13, below.

2.4. The Services for specific projects may be revised as agreed upon by the Client and Consultant which may, depending on the revision and its timing, be set forth in a Task Order incorporating the scope and cost of the revised or additional work. The new, revised, or amended Task Order shall be effective upon execution by both Consultant and Client.

3. Term and Effective Date. The Agreement shall be effective the date it has been signed by both Parties and shall continue in force and effect for a period of three (3) years or until (i) all Task Orders have been completed and all Consultant's invoices have been paid in full, whichever is longer; (ii) the Agreement is terminated by either Party; or (iii) the Agreement has been modified, or the Term has been extended, by a writing executed by both Parties.

4. Force Majeure.

4.1. Consultant's fees, costs, and schedule are subject to equitable adjustments, up to and including termination of the Agreement, for delays caused by occurrences or circumstances beyond Consultant's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measures or other circumstances, including, without limitation, unusual weather conditions ("**Force Majeure**").

4.2. If Consultant determines in its sole discretion, based on circumstances surrounding a Force Majeure event and its effect on the Services, that the health or safety of its personnel or its subcontractors' personnel is or may be at risk, Consultant shall have the right to temporarily cease providing its Services, and after consultation with Client and obtaining Client's approval, to take such measure as Consultant deems necessary to protect personnel, the environment, or property, at Client's expense.

5. Hazardous Substances; Reporting Obligations; General Risks.

5.1. *Unanticipated Hazardous Substances.*

A. Hazardous substances may exist at a site where there is no reason to believe that they are present ("**Unanticipated Hazardous Substances**"). The Parties agree that the discovery of Unanticipated Hazardous Substances constitutes a changed condition and may require a renegotiation of the Scope of Services, an adjustment of the schedule or estimated costs, or termination of the Task Order. Consultant shall notify Client as soon as practicable should Unanticipated Hazardous Substances be encountered.

B. Client waives any claim against Consultant and agrees to defend, indemnify, and hold Consultant harmless from any Claim for injury or loss arising from Consultant's discovery of, or responses to, Unanticipated Hazardous Substances.

C. In the event that samples or materials are collected as part of the Services, and the samples or materials contain hazardous substances or constitute hazardous waste, as defined by federal, state, or local statutes, regulations, ordinances or related requirements, Consultant will, after completion of testing, (i) return such samples and materials to the Client, or (ii) using a hazardous waste or hazardous materials manifest signed by Client as generator, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay the costs associated with the storage, transport, and disposal of such samples and materials. Client hereby assumes all potential liability as generator of the waste, including liability under CERCLA for arranging for the disposal of the hazardous substances.

5.2. *Reporting Immediate Threats*.

A. In accordance with individual states' general laws and regulations (collectively "**State Programs**"), the performance of the Services under the Agreement may require Consultant to act as a state-certified or registered professional with certain professional obligations owed to the public, including, in some instances, an independent duty to report the existence of certain environmental conditions, discharges or threats of releases or circumstances that in Consultant's professional judgment pose an imminent threat to public health or the environment ("**Immediate Threat**"). Consultant will report any such Immediate Threats it discovers and its assessment of the significance of the Immediate Threat to the Client so that the Client can report to the proper regulatory authorities.

B. If the Client fails to promptly report an Immediate Threat to the proper authorities as required by law, Consultant shall inform Client that it reasonably believes that Consultant has an independent legal or ethical responsibility to do so, citing the regulatory or ethical requirement in writing. If the Client still fails to report the Immediate Threat, Consultant may report such to the authorities. Client agrees that Consultant shall not incur liability for making any such disclosures or reports.

C. Client acknowledges that Consultant's obligations under the State Programs may conflict with the interests of the Client. The Client agrees that Consultant shall be immune from all civil liability resulting from any actual or alleged conflict between the interests of the Client and the requirements of the State Programs. The obligations of this paragraph shall extend also to any federal obligations imposed upon Consultant in connection with the Services.

5.3. *General Risks*. Client recognizes that special risks exist and "guarantees" cannot be expected under the Agreement, specifically in Consultant's determinations regarding the composition of a site's subsurface including the existence or non-existence of hazardous or regulated substances Consultant cannot eliminate these risks or guarantee any particular result. Client acknowledges that an increased scope of investigation may reduce, but not eliminate risk. The passage of time also affects the information presented in the report. Consultant opinions are based upon the scope of Services performed and the information and observed site conditions that existed at the time Consultant's opinions were formulated.

5.4. *Waste Containment*. If hazardous or toxic waste, hazardous materials, hazardous chemicals or compounds, or hazardous substances, or waste regulated by local, state, provincial or federal law, including, without limitation, any sampling

materials such as drill cuttings and fluids or asbestos ("**Waste**") are encountered by Consultant, Consultant shall have the option, but not the obligation, to appropriately containerize the Waste and either (i) leave the containerized Waste on Site for proper disposal by Client or (ii) using a manifest signed by Client as generator, assist Client with transportation of the Waste to a location selected by Client for disposal. Client acknowledges that at no time does Consultant assume authority over the transportation or disposal of, or title to, or the risk of loss associated with, the Waste. Client agrees to indemnify and defend Consultant Indemnitees from any and all Claims (including, without limitation, any liability derived from any local, state, provincial or federal law) in any way related to Consultant's assistance with the storage, transportation, or disposal of the Waste, except to the extent such Claims result from Consultant's gross negligence or willful misconduct.

6. Labor Rates.

6.1. For Services charged on a time-and-material or cost-reimbursable basis, labor, costs, and expenses will be billed to Client as indicated in the Proposal or Task Order.

6.2. All labor rates are subject to periodic adjustment by Consultant. If labor rates are not stated in the Proposal, Consultant's standard labor rates in effect at the time Services are performed shall apply.

6.3. If Services covered by the Proposal are subject to taxes or fees (except income taxes), such costs will be charged to and reimbursed by Client. A handling and administrative charge of 15% will be added to all subcontractor or subconsultant expenses.

7. Invoices and Payment.

7.1. Services shall be invoiced monthly, or as otherwise set forth in the Proposal or Task Order. Unless otherwise agreed in writing, invoices will be payable within thirty (30) days of receipt by the Client. If the Client objects to any portion of an invoice, the Client shall notify Consultant in writing within seven (7) business days from the date of receipt of the invoice, and shall state the reasons for the objection, and timely pay the portion of the invoice that is not in dispute. The Parties shall work together in good faith to settle the disputed portion of any invoice. If any billing and payment dispute cannot be resolved within thirty (30) days of Consultant's receipt of written notice thereof, Consultant may pursue all legal and equitable remedies under applicable law in a court of competent jurisdiction.

7.2. Consultant may furnish opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs (collectively, "**Opinions of Probable Cost**"). Opinions of Probable Cost prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. Consultant does not represent, warrant, or guarantee the accuracy of such estimates and shall not be liable should actual costs differ from issued Opinions of Probable Cost.

7.3. Invoiced charges not paid within the time periods set forth in Section 7.1, shall be deemed delinquent and accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law, whichever is less. Late payments shall be first applied to accrued interest and then to unpaid principal. Interest charges will not apply to any disputed portion of an invoice, to the extent the dispute is resolved in favor of the Client.

8. Termination.

8.1. Either Party may terminate the Agreement for cause by written notice to the other Party (i) upon breach by the other Party of a material obligation under the Agreement, (ii) if the other Party goes into bankruptcy, is liquidated or is otherwise unable to pay its debts as they become due, or (iii) if the other Party resolves to appoint or has appointed for it an administrator, receiver or other similar officer affecting the Party's business, property or assets in a manner that affects or could affect the Party's ability to pay its debts as they become due or its ability to fulfill its obligations under this Agreement or a contract integrating this Agreement.

8.2. If the Agreement is terminated by either Party for cause, Consultant shall cease provision of Services. Any termination for cause will be effective only if the terminated Party is given (a) at least 10 calendar days' written notice of termination, (b) opportunity to consult with the terminating Party before the termination date, and (c) reasonable opportunity to cure the breach. The foregoing notwithstanding, if Client fails to pay any invoice within 10 business days of its due date, Consultant reserves the right to stop performance of the Services immediately upon notice to Client of its non-payment.

8.3. Client may terminate the Agreement for its convenience upon five (5) business days' written notice to Consultant, in

which event Client shall pay all fees and expenses for Services accrued as of the termination date and Consultant's reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice.

9. Insurance.

9.1. During the term of this Agreement, Consultant shall, at its own expense, maintain and carry the insurance as set forth below. Consultant will furnish certificates of such insurance or policy declaration pages upon request.

TYPE	LIMITS
Worker's Compensation	Statutory Limit
Employer's Liability	
Bodily Injury by Accident	$1,000,000
Bodily Injury by Disease	$1,000,000 Each Employee
Bodily Injury by Disease	$1,000,000 Policy Limit
Commercial General Liability including Contractual Liability, Broad Form Property Damage, and Completed Operations	$1,000,000 (Combined Single Limit) $2,000,000 (General Aggregate)
Automobile Liability, including Bodily Injury/Property for Owned, Hired, and Non-Owned Vehicles	$1,000,000 (Combined Single Limit)
Professional Liability (Errors and Omissions)	$5,000,000
Per Claim Aggregate	$5,000,000
Contractor's Pollution Liability Coverage	$5,000,000
Per Claim Aggregate	$5,000,000
Excess Liability (Umbrella Form)	$5,000,000

9.2. Upon written agreement of the Parties, Consultant may procure and maintain additional insurance coverage or increased policy limits at Client's expense.

10. Indemnification; Limitation of Liability.

10.1. Consultant shall indemnify Client, its affiliates and their respective directors, officers, and employees (individually, a "**Client Indemnitee**" and collectively, "**Client Indemnitees**") from and against Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Consultant. The foregoing does not include Client's attorney's fees or other fees.

10.2. Client shall indemnify Consultant, its affiliates and their respective directors, officers, employees, and contractors (individually, an "**Consultant Indemnitee**" and collectively, "**Consultant Indemnitees**") from and against Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Client. The foregoing does not include Consultant's attorney's fees or other fees.

10.3. No Consultant Indemnitee will be liable to a Client Indemnitee or any third party for the creation, existence or release of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto, existing at a Site prior to commencement of the Services ("**Pre-Existing Condition**"), and Client shall indemnify and defend Consultant Indemnitees from Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of a Consultant Indemnitee.

10.4. Neither Party shall be liable to the other, including without limitation, insurers, for any lost, delayed, or diminished profits, revenues, business opportunities or production or for any incidental, collateral, special, indirect, punitive, exemplary, financial, consequential, or economic losses or damages of any kind or nature whatsoever, however caused regardless of whether the Client Indemnitee or Consultant Indemnitee, as applicable, knew or should have known of the possibility of such losses or damages.

10.5. In no event will a Consultant Indemnitee be liable to a Client Indemnitee or anyone claiming by, through or under it, including without limitation, insurers, for any amount in excess of two hundred fifty thousand dollars ($250,000) in the aggregate. To the maximum amount permitted by law, Consultant shall have no liability if Client fails to initiate legal proceedings within twelve (12) months of the performance of the Services. Client releases Consultant Indemnitees from any damages sustained by Client in excess of the amount stated in this Section, and to the maximum extent permitted by law,

from any claim that it is the subject of proceedings not initiated within the time period specified in this Section.

10.6. The provisions of this Section 10 will (i) apply to the fullest extent allowed by law, and (ii) survive the completion of Services and the expiration, cancellation, or termination of the Agreement.

11. Standard of Care.

11.1. Consultant's Services shall be performed using the degree of care and skill ordinarily exercised by other members of the engineering and science professions providing substantively similar Services in the same locality and time, subject to the time limits and financial and physical constraints applicable to the Services and Project. Consultant makes no representations and provides no warranties or guarantees other than those expressly set forth herein. Any implied representations, warranties, or guarantees are expressly disclaimed.

12. Client Responsibilities.

12.1. Client shall assist Consultant in connection with Services as reasonably necessary, including, without limitation, as specified in the authorized Proposal. If applicable to the Services, Client will provide Consultant:

A. Clean, secure, and unobstructed space at the Site, as applicable and available, for Consultant's and its subcontractors' equipment and vehicles.

B. Specifications (including, without limitation, facility schematics, Site schematics, engineering drawings and plot plans) detailing the construction of underground and aboveground facilities located at the Site that pertain to Consultant's Services or are necessary to enable Consultant to perform the Services.

C. Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles, or sensitive conditions before Consultant commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client shall indemnify and defend Consultant against any harm, injury, or damages arising out of or related to contact with such hazards.

D. Selection of any hazardous waste transporter and disposal facility and arrangements for execution of the waste generator portion of any bill of lading, waste manifest, waste profile and related documents.

E. All information related to the Services in Client's possession, custody or control reasonably required by Consultant or which Client knows would affect the accuracy or completeness of Services.

12.2. *Site Access*.

A. Client shall provide reasonable ingress to and egress from the Site for Consultant and its subcontractors and their respective personnel, equipment, and vehicles, including but not limited to obtaining any, site access, consents or easements and complying with their terms. If Client does not own the project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant.

B. Client acknowledges that Consultant's ability to comply with the schedule for performance of Services is contingent upon timely and complete Site access. Consultant shall not be responsible for damages or delays arising from the Client's actions or inactions regarding Site access. Depending on the Services to be performed in connection with the Project, Consultant's Proposal may require that an authorized, knowledgeable representative of the Site owner be present during some or all of the on-site activities.

C. Unless otherwise expressly agreed in writing by the parties, Client is responsible for Site security.

12.3. Client warrants and represents that all information provided by, on behalf of, or at the request of Client or any governmental agency to Consultant (including any Consultant subcontractor), shall be accurate and complete. Consultant has the right to rely on such information, without independent investigation, verification, or inquiry.

13. Change Orders.

13.1. Consultant shall complete its Services as set forth in the authorized Proposal or Task Order unless modified in writing by Client and Consultant ("**Change**"). Consultant shall be entitled to equitable adjustment in compensation and schedule based on the agreed to changes.

13.2. In the event of a Change, the Client may choose to: (i) authorize completing the Services as originally defined; (ii) authorize additional funds to complete the revised Proposal or Task Order; or (iii) request that provision of Services cease upon reaching a specific expenditure level. If option (iii) is selected, then Consultant will turn over such data, results and materials completed at the authorized level. Regardless of which option is selected, Client agrees to pay Consultant for all work properly performed, and Consultant and Client shall both continue to fulfill their obligations under this Agreement.

14. Use of Name. Client authorizes Consultant to use Client's name, and a general description of the Services and subject matter thereof, as a reference for prospective clients and projects.

15. No Third-Party Reliance. Except as provided otherwise herein, the authorized Proposal, the applicable Task Order, or is subsequently agreed in writing by Consultant, the Agreement does not, and is not intended to, grant to any person other than Consultant and Client any benefit, right or remedy hereunder. Unless otherwise expressly agreed by Consultant in writing, Client will not provide Consultant's work product to any third party, and no third party will have the right to rely on the Services or Consultant's Work Product. If a court determines, notwithstanding this Section 15, that a third party has the right to rely on Services, to the fullest extent allowable under applicable law, such reliance is subject to the limitations included in the Agreement. Client agrees to indemnify, hold harmless and defend Consultant Indemnitees against Claims resulting from a Client Indemnitee directly or indirectly providing Consultant work product to a third party absent Consultant's prior express written consent.

16. Work Product.

16.1. Client agrees that Consultant shall retain ownership rights in all deliverables conceived, developed, or made by Consultant and its affiliates during performance of the Services including all documents, data, calculations, field notes, estimates, work papers, reports, materials, methodologies, technologies, know- how and all other information prepared, developed, or furnished by or on behalf of Consultant ("**Work Product**"). Client acknowledges and agrees that Consultant shall maintain all ownership rights in technical information, inventions, discoveries, improvements, and copyrightable material, made or conceived by Consultant prior to its commencing performance of the Services or developed by Consultant outside the scope of the Services.

16.2. Upon its receipt of payment in full for the Services, Consultant shall grant Client a non-exclusive, royalty-free license to use such work product only for the Project, as specified by the authorized Proposal or applicable Task Order, for the purposes for which was prepared by Consultant.

16.3. Work Product is created solely for the purposes of Consultant's performance of the Services. Any unauthorized changes made by Client to, and any re-use by Client of, the Work Product, shall be at Client's sole risk and without liability to Consultant and Client shall indemnify and hold Consultant harmless against any all claims, suits, actions or damages related to such use of Work Product by Client.

16.4. Consultant makes no warranty as to the compatibility of the electronic data included in Work Product for any operating system, software, or software version other than that stated in a specific project Proposal or Task Order. By accepting electronic data, Client acknowledges the risks and waives any and all claims against Consultant in the event of incompatibility or alteration of Work Product by an operating system or software not due to the actions of either Party.

17. Severability. If one or more provisions of this Agreement is determined to be invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness, and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar in intent to the subject provision as possible without compromising the validity or enforceability of the substitute provision.

18. Governing Law; Conflict Resolution.

18.1. The Agreement is governed by and shall be construed in accordance with the laws of the state in which the Project is located. The state courts in which the Project is located have exclusive jurisdiction and venue over all disputes arising out of the Agreement and is deemed to be the place of performance for all obligations under the Agreement. The Parties waive any objection to this section on grounds of inconvenient forum or otherwise.

18.2. The Parties agree that all disputes arising under the Agreement shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. The Parties agree to waive their rights to a jury trial of any conflict related hereto.

18.3. All causes of action, including but not limited to actions for indemnification, arising out of or relating to Consultant's work

shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either: (i) the date of substantial completion of the Services, for acts or failures to act occurring prior to substantial completion, or (ii) the date of issuance of Consultant's final invoice, for acts or failures to act occurring after substantial completion of the Services.

18.4. As to any dispute involving Client or the subject matter of the Services in which Consultant is either not a named party or not at fault, Client shall reimburse Consultant for any reasonable attorney's fees, other legal fees and expenses, and other costs incurred and the time of Consultant's personnel spent in responding, defending, or participating in subpoenas, depositions, examinations, appearances or production of documents/records.

19. Miscellaneous.

19.1. *Interpretation*. Words in the singular include the plural and vice versa. Section captions are for convenience only and do not affect the meaning or construction of the terms set forth in this Agreement. A reference to a specific item as included within a general category does not exclude items of a similar nature, unless expressly stated otherwise.

19.2. *Non-solicitation*. During the term of this Agreement and for one year thereafter, Client will not target and then hire any Consultant professional providing services to Client under this Agreement. Without limiting any damages or other remedies, immediately upon any breach of the foregoing, Client will pay Consultant an amount equal to 50% of Consultant professional's ending annual salary with Consultant.

19.3. *Subcontracts.* Consultant may subcontract all or any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Agreement.

19.4. *Entire Agreement.* The Agreement, including approved Proposals and applicable Task Orders, constitutes the entire understanding between the Parties and the full and final expression of such understanding, and supersedes all prior and contemporaneous agreements, representations, or conditions, express or implied, oral, or written.

19.5. *Waiver; Amendment*. A provision of this Agreement may be waived, deleted, or modified only by a document signed by the Parties stating their intent to modify the Agreement.

19.6. *Survival*. Sections 7, 10, 15, 16, 17, 18 and 19 and all provisions of this Agreement that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of the Agreement.

19.7. *Notices.* Unless Consultant is directed otherwise, any required Notices provided hereunder will be made in writing to the persons identified in the Proposal and delivered by electronic mail, first class mail, or such services as may be agreed by the Parties.

19.8. *Relationship of Parties.* The Agreement does not give either Party the authority to act as an agent or partner of the other Party, or to bind or commit the other Party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust, or other association of any kind. *Language***.** Client hereby confirms and agrees that this Agreement and all documents relating hereto be drafted in English.