

April 27, 2026

Town of Alpine  
250 River Circle  
PO Box 3070  
Alpine, WY 83128

Subject: Agreement for Engineering Services for:

Town of Alpine Well #4 Transmission Pipeline Project

Sunrise Engineering, LLC (SE) is pleased to provide the following agreement to provide professional services for the Town of Alpine (CLIENT). SE agrees, upon receipt of your acceptance of this agreement, to perform the following identified services in accordance with the compensation described herein and the rate attached to this proposal.

SCOPE OF SERVICES

SE will prepare construction drawings and specifications for the water system improvements as understood based on the information identified in the WWDC grant application dated August 2025. The water system improvement project will consist of roughly 500 feet of 12-inch transmission pipeline, crossing US Highway 26 from the Alpine Well #4 water system to the existing Town system located in the Refuge Subdivision at Diamandis Drive.

\*Scope of work does not include research or surveying for existing or new easements.

SE will perform the following required engineering services for this project:

Task 1: Design

- Topographical Survey including aerial photography
- 10% layout plan meeting with site condition survey (on-site inspection of existing conditions)
- 50% design drawings for review prior to completing design
  - Plan updates to incorporate staff comments
- 100% design drawings
  - Plan and profile drawings for proposed pipeline
  - Plan drawings and details for trenches, bore, connections, valves, etc.

- Construction specifications
  - Plan set
  - Specifications
  - Engineer's Opinion of Probable Cost
- Design Meetings
  - 10% Layout plan meeting with Staff
  - 50% design meeting with Staff
  - Council meeting (1 meeting)
- Submittal of permit applications to Wyoming DEQ and Wyoming DOT
  - Response to review comments and questions
- Unforeseen site conditions or additional regulatory requirements may require additional effort and costs

#### Task 2: Bidding

After authorization to proceed with the Bidding Phase, SE will:

- Assist CLIENT in advertising and obtaining bids or negotiating proposals for each separate prime contract for construction equipment.
- Attend pre-bid conference.
- Prior to bidding, SE will furnish copies of the final drawings, specifications, and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge for the actual cost of such copies.
- Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- Consult with CLIENT and advise potential contractors as to the acceptability of substitute materials and equipment proposed by Contractor when substitution is permitted by the contract documents.
- Provide readily available information or assistance needed by CLIENT in the course of any negotiations with prospective contractors.
- Attend bid opening, tabulate the bids, make an analysis of the bids, and assist CLIENT in evaluating bids or proposals.
- Assemble contract documents for execution and approval by CLIENT and the successful bidder, hereinafter referred to as "Contractor".

#### Task 3: Construction Administration & Observation

SE will provide construction observation services during construction based on a construction period of 30 calendar days. SE's duties will include:

- Participate in a pre-construction conference prior to commencement of work at the site.
- Make periodic visits to the site to observe progress and quality of the work and determine general conformance with the contract documents. Up to 40 hours per week.
- Keep a detailed reports with photos diary of activities and work accomplished on the project.
- Conduct weekly construction meeting with the Client and Town Personnel.
- Monitor materials testing and keep a log of results. Also monitor and record pipeline testing.
- Provide clarifications to drawings and make minor changes as needed or requested
- Observe and verify construction/installation substantial conformance with the project construction documents and verify correction of deficiencies.

- Maintain up-to-date project plans with field noted revisions/discrepancies to the plans for verification of Contractor As-Builts.
- Prepare contract record drawings upon completion of construction and submit to CLIENT and applicable regulatory agencies.

The budget for Engineering Services and related fees outlined during the Construction Phase are based on a construction period of 30 calendar days with the Construction Observer averaging 40 hours/week. If the construction period is longer than planned or if there are additional services required, then the budget may need to be increased to compensate for the required engineering services.

#### Client Responsibilities

CLIENT's responsibilities will be as follows:

a) Access to Property:

CLIENT will arrange for access to and make all provisions for SE to enter upon public and private property as required by SE to perform his services.

b) Notices:

CLIENT will give prompt written notice to SE, whenever CLIENT becomes aware of developments that affect the scope of timing or the Engineering Services.

c) Access to Records:

CLIENT will make available to SE those records designated by SE as being necessary for the development of the PROJECT.

#### NOT INCLUDED IN THE SCOPE OF SERVICES

The following services are not included under previous phases but may be included as part of the services rendered under this contract. These services may be provided only UPON AUTHORIZATION OF CLIENT and concurrence of SE.

- Geotechnical Evaluation (pavement section design, laboratory testing, and hydraulic investigations)
- Survey for property acquisitions and easements and document preparation for property acquisitions and easements
- Services in connection with improvements in WYDOT rights-of-way
- Services in connection with other utility improvements
- Services in connection with permitting and approvals/acceptance by outside agencies such as County, State, and WYDOT.
- Service in connection with work change directives and change orders to reflect changes required by CLIENT
- Redesigns ordered by CLIENT after final plans have been accepted by CLIENT or after substantial design services have been performed on previously approved design concepts.
- Appearances before courts or boards on matters of litigation related to the projects
- Stormwater Pollution Prevention Plan
- Emergency Response Plan

## COMPENSATION

CLIENT agrees to compensate SE for services as follows and which payments will be considered compensation for engineering services outlined in this agreement.

### TASK 1 – ENGINEERING DESIGN

CLIENT agrees to compensate SE for all Engineer Design services at the hourly rates plus direct expenses shown on Exhibit A. The total amount budgeted for the Engineering Design phase is not to exceed Twenty-Eight Thousand Seven Hundred Dollars (\$28,700).

### TASK 2 – BIDDING

CLIENT agrees to compensate SE for all Bidding services at the hourly rates plus direct expenses shown on Exhibit A. The total amount budgeted for the Engineering Design phase is not to exceed Eight Thousand Dollars (\$8,000).

### TASK 3 – CONSTRUCTION ADMINISTRATION

CLIENT agrees to compensate SE for actual charges at the hourly rates plus direct expenses shown on Exhibit A for all Construction Administration services as outlined. The total amount budgeted for the Construction Administration phase is Twenty-Eight Thousand Seven Hundred Dollars (\$28,700). This budget does not include additional services beyond the construction contract time period. In the event that services extend beyond the construction contract time period, it is hereby agreed that an extension of costs, time, and scope (as justified by extension of services) will be added to SE's contract.

Any additional services requested by CLIENT, not listed above, and concurred by SE, will be performed at the rates and fees detailed in the attached fee schedule.

If you are interested in having us complete the services, please execute the agreement below, make a copy for your files, and return the original to our office. If you have any questions regarding this agreement, please contact our office at (307) 885-8500. We look forward to working with you.

Sincerely



Robert Hood, P.E.  
Service Center Manager  
Sunrise Engineering, LLC

Accepted and Agreed:  
Town of Alpine

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Signature

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Printed Name

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Title

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Date

## SUNRISE ENGINEERING

### FEE SCHEDULE\*

Work Classification	Hourly Rate	Work Classification	Hourly Rate
Administrative I	\$56	Electrical Project Manager III	\$230
Administrative II	\$78	Construction Observer I	\$101
Administrative III	\$88	Construction Observer II	\$111
Technical Editor	\$90	Construction Observer III	\$123
Funding Specialist	\$159	Construction Observer IV	\$134
Civil Engineering Intern	\$97	Construction Observer V	\$147
Civil EIT I	\$128	Project Manager I	\$129
Civil EIT II	\$140	Project Manager II	\$142
Civil EIT III	\$155	Project Manager III	\$155
Civil Engineer III	\$170	Project Manager IV	\$170
Civil Engineer IV	\$191	Project Manager V	\$186
Civil Engineer V	\$201	Plan Reviewer	\$110
Civil Engineer VI	\$209	Building Inspector III	\$96
Civil Engineer VII	\$222	Building Official	\$210
Senior Civil Engineer	\$235	GIS Tech	\$94
Principal Civil Engineer	\$249	GIS Senior Tech	\$115
Civil Engineering Tech I	\$97	GIS Analyst	\$140
Civil Engineering Tech II	\$113	GIS Senior Analyst	\$165
Civil Engineering Tech III	\$130	GIS Developer	\$182
Civil Engineering Tech IV	\$147	GIS Team Lead	\$188
Civil Engineering Tech V	\$161	Planner I	\$132
CAD Drafter I	\$101	Planner II	\$148
CAD Drafter II	\$111	Planner III	\$164
CAD/Designer III	\$123	Planner IV	\$180
CAD/Designer IV	\$134	Planner V	\$196
Electrical Engineering Intern	\$106	Planning Manager	\$212
Electrical EIT I	\$143	PI Specialist I	\$118
Electrical EIT II	\$161	PI Specialist II	\$129
Electrical Engineer III	\$182	PI Specialist III	\$141
Electrical Engineer IV	\$209	PI Specialist IV	\$153
Electrical Engineer V	\$231	PI Manager	\$165
Principal Electrical Engineer	\$254	PI Director	\$177
Electrical Engineering Tech I	\$110	Survey Tech	\$99
Electrical Engineering Tech II	\$128	Survey CAD Tech	\$145
Electrical Engineering Tech III	\$149	Survey Manager	\$196
Electrical Engineering Tech IV	\$165	Registered Surveyor	\$212
Electrical Engineering Tech V	\$182	Principal Surveyor	\$234
Electrical Project Manager I	\$185	One Man Survey Crew	\$172
Electrical Project Manager II	\$215		

### REIMBURSABLE EXPENSE SCHEDULE\*

Expense	Rate
Mileage	\$0.67/Mile
Per Diem	\$59/Day
Field Vehicle (On-Site)	\$250/Day
UTV (On-Site)	\$200/Day
Nuclear Density Gauge	\$150/Day

\*Fees automatically change after the beginning of each year and are subject to change on other occasions.

\*Subconsultant and other direct expenses will be invoiced as cost incurred plus 10% handling fee.

\*A convenience fee of 4% will be applied to all payments made with a credit card.

Star Valley 01-2026

## TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** These Terms and Conditions are enclosed with, attached to and/or incorporated by referenced into a proposal or agreement (the "Proposal/Agreement") prepared by Sunrise Engineering, LLC ("SE") offering/agreeing to provide the consulting services described in the Proposal/Agreement as such consulting services are changed by agreement of the Parties (hereinafter, the "Services"). SE agrees to provide the Services for the sole and exclusive use and benefit of the person or entity described in the Proposal/Agreement to be SE's client for the provision of the Services (the "Client"). If the Proposal/Agreement does not expressly identify the Client, the Client shall be the person or entity to whom SE provides the Services. The Proposal/Agreement shall become binding on SE and Client upon its written acceptance by Client, or Client's acceptance of the performance by SE of the Services without written objection to the terms of the Proposal/Agreement, whichever first occurs. In the absence of Design Professional receiving from Client a signed copy of this Agreement or other fully executed contract, Client's written notice or authorization to proceed shall constitute Client's tacit agreement to the terms of the Agreement. Once Design Professional receives written notice or authorization to proceed and Design Professional begins providing the services required by the Agreement the Agreement shall become valid and enforceable. SE may use the services of subconsultants in the performance of the Services ("SE's Consultants") when, in SE's sole discretion, it is appropriate to do so. For purposes of the Proposal/Agreement and these Terms and Conditions, the "Parties" are SE and Client, and their successors and permitted assignees.

2. **EFFECT OF TERMS AND CONDITIONS.** If any of the Services are performed by SE or SE's Consultants prior to the acceptance by Client of the Proposal/Agreement, such Services shall be governed by these Terms and Conditions the same as if they had been performed after the acceptance by Client of the Proposal/Agreement. These Terms and Conditions shall be binding upon the Parties except to the extent these Terms and Conditions directly conflict with the Proposal/Agreement. In the event of direct conflict between the Proposal/Agreement and these Terms and Conditions, the Proposal/Agreement shall supersede and replace these Terms and Conditions.

3. **PAYMENT TERMS.** Payment on account of Services rendered, including fees and Reimbursable Expenses, shall be made monthly upon presentation of SE's statement of services. No deductions shall be made from SE's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors ("Contractor") performing all or a portion of the work or services (the "Work") for the construction of improvements designed by SE or SE's Consultants, or on account of the cost of changes in the Work other than those for which SE has been adjudicated to be liable. If payment is not received within thirty (30) calendar days from the invoice date (i) Client agrees to pay interest on the past due amount at the rate of 18% per annum until paid in full; (ii) Client agrees to pay reasonable attorneys' fees and collection costs incurred by SE to collect or obtain an award or judgment to collect all or any portion of the past due amount; (iii) SE reserves the right to suspend all Services until payment of the past due amount is received in full; and (iv) SE may terminate the Proposal/Agreement for cause if payment of the past due amount is not received in full within forty-five (45) calendar days of the date it is due. A convenience fee of 4% will be applied to all payments made with a credit card.

Please remit all check payments to:  
SUNRISE ENGINEERING, LLC  
DEPT # 880835  
PO Box 29650  
PHOENIX, AZ 85038-9650

4. **TERMINATION/SUSPENSION OF PROPOSAL/AGREEMENT** Either Party may terminate the Proposal/Agreement for cause if the other Party shall fail substantially to perform in accordance with its terms through no fault of the Party initiating the termination upon ten (10) calendar days prior written notice and failure of the Party in default to cure the default within such ten (10)-day period. Either Party may terminate the Proposal/Agreement without cause and for convenience upon delivery to the other Party of a written notice of termination for convenience. Either Party may suspend all or a portion of the Services upon written notice to the other Party, provided that (i) Client shall compensate SE for extra fees and costs due to such suspension of the Services; and (ii) SE may terminate the Proposal/Agreement for cause if the Services or any portion of the Services are suspended in the aggregate for more than one hundred twenty (120) calendar days due to suspensions of the Services for Client's convenience. In the event of a termination of the Proposal/Agreement for any or no reason, SE shall be compensated for the Services performed prior to termination, together with Reimbursable Expenses then due and all expenses directly attributable to the termination. In the event of a termination of the Proposal/Agreement for cause, the terminating Party shall be entitled to recover from the defaulting Party all damages caused by the defaulting Party's breach of the Proposal/Agreement.

5. **STANDARD OF SKILL AND CARE.** The Services (whether performed by SE or SE's Consultants) shall be performed in accordance with the standard of skill and care ordinarily exercised by licensed professionals of the same discipline in the state in which the Project is located on projects of similar size and scope and under like circumstances. SE disclaims that any warranties, expressed or implied, are made or intended by SE regarding the quality, fitness, accuracy, suitability or completeness of the Services or the Instruments of Service, or regarding any other matter.

6. **INSURANCE.** SE shall maintain the following insurance coverages with insurance limits not less than specified below:

- a) Worker's Compensation Insurance – statutory limits;
- b) Employer's Liability Insurance – \$1,000,000;
- c) Automobile Liability – Combined single limits per accident, \$1,000,000;
- d) Commercial General Liability Insurance – Combined single limits per occurrence, \$1,000,000;
- e) Professional Liability – \$1,000,000 per claim

7. **LIMITATION OF LIABILITY.** Client agrees that the liability of SE and SE's Consultants, and their former and current officers, directors, employees and agents to Client, and any third party, due to any negligent acts, errors or omissions, breach of contract or breach of any other legal duty shall be limited in the aggregate to the lesser of \$50,000, the total fee paid to SE for the Services, or SE's actual costs to cure it or its Consultants' alleged negligent acts, errors or omissions, breach of contract or breach of any other legal duty if SE determines, in its sole discretion, to cure the same. Client shall indemnify, defend, and hold harmless SE and SE's Consultants, and their past and current officers, directors, employees, and agents, and each of them, from and against any liability arising or resulting from liabilities in excess of the applicable aggregate limit of liability of SE and SE's Consultants for the Services.

8. SITE OBSERVATIONS AND SOIL CONDITIONS. SE shall have access to the Project site and to all areas where the Work is performed or located. Client shall procure all permits, licenses, rights-of-entry and access for SE to enter upon and to perform Services at any public or private property required for SE to perform the Services.

By virtue of entering into this Agreement or providing the Services, SE does not assume control of or responsibility for the Project site or the persons at the Project site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the Project site that may present a potential danger to public health, safety or the environment.

Unless SE provides a soils report or conducts soils testing as Services under the Proposal/Agreement, SE makes no representations concerning soils conditions and is not responsible for any claims, damages, liabilities, losses, or expenses that may arise out of the making or failure to make soils investigations or reports, or soils testing.

If a Contractor is involved in the Project, Client agrees that Contractor will be solely and completely responsible for the conditions at all locations where the Work is performed, including the safety of all persons and property during performance of the Work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that SE will not be responsible for job or site safety on the Project.

Client acknowledges and agrees that SE is not responsible for the performance of the Work by third parties, including, but not limited to, the Contractor and the Contractor's subcontractors, sub-subcontractors of any tier and suppliers. Client further agrees to indemnify, defend and hold harmless SE and SE's Consultants, and their officers, directors, employees and agents from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon the operations of such third parties in the performance of the Work unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the sole negligence or other fault of SE and/or SE's Consultants.

9. RELIANCE ON CLIENT FURNISHED INFORMATION. SE and SE's Consultants shall be entitled to rely upon the accuracy and completeness of services and information furnished by Client and Client's consultants, agents and representatives, and SE and SE's Consultants shall have no duty to investigate the accuracy or completeness of such services or information.

10. UNKNOWN CONDITIONS. Conditions or occurrences may be encountered during the performance of the Services and/or the Work that require changes in the Services or impose risk to SE and/or SE's Consultants, or their employees or agents, in the performance of the Services not known to SE when the Proposal/Agreement was entered ("Unknown Conditions"). If Unknown Conditions are encountered, SE shall notify Client of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and SE shall consult with Client regarding possible actions, including:

- a) Suspend the Services and/or the Work until the Unknown Conditions are further studied by Client and the additional risks imposed by the Unknown Conditions are eliminated by Client or are reduced by Client to levels acceptable to both SE and Client;
- b) Complete the Services in accordance with the scope of Services described in the Proposal/Agreement, if to do so is agreed by both SE and Client to be practical;

c) Agree to a change in the Services; or

d) Agree to a termination of the Proposal/Agreement for Client's convenience.

11. HAZARDOUS MATERIALS. Client agrees to give written disclosure to SE prior to the execution of the Proposal/Agreement of any hazardous material or toxic substances existing in, on or near the Project site known to Client that may present a potential for harm to human health, the environment or equipment. Unless otherwise included in the Services, SE and SE's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project site by SE or SE's Consultants.

In the event SE or any other person or entity encounters hazardous materials or toxic substances at the Project site, or should it become known that such materials or substances are present at the Project site or its adjacent areas that may affect the performance of SE's Services, SE may, at its option, and without liability for consequential or other damages, suspend performance of the Services until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such consultants represent that such hazardous materials or toxic substances have been rendered harmless. Client shall indemnify, defend and hold harmless SE and SE's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any hazardous materials or toxic substances in any form at the Project site, including claims, damages, costs and expenses caused by the negligence or fault of the persons or entities being indemnified, unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the hazardous materials or toxic substances brought to the Project site by SE or SE's Consultants.

12. INDEMNITY. To the fullest extent permitted by law, Client agrees to indemnify and hold harmless SE and SE's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss caused by any negligent act, error or omission or intentionally wrongful conduct of Client or Client's consultants or their employees or agents.

13. INSTRUMENTS OF SERVICE. Drawings, specifications, reports, and other documents, including those in electronic form, prepared by SE and SE's Consultants for the Project are Instruments of Service for use solely with respect to the Project. SE and SE's Consultants shall be deemed the authors and Clients of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. SE grants to Client a nonexclusive license to reproduce SE's Instruments of Service solely for the purpose of constructing, using, and maintaining the Project, provided that Client shall comply with all obligations, including prompt payment to SE of all consideration when due under the Proposal/Agreement. Except for the license granted in this Paragraph 13, no other license or right shall be deemed granted or implied under the Proposal/Agreement.

Client shall not use the Instruments of Service for future additions or alterations of the Project or for other projects, unless Client obtains the prior written agreement of SE and SE's Consultants. Any unauthorized use or modification of the Instruments of Service shall be at Client's sole risk and without liability to SE or SE's Consultants.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless SE and SE's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by Client or any person or entity that obtain the Instruments of Service from or through Client or Client's agents or representatives.

14. OPINIONS OF COST. If the Services include the evaluation of Client's budgets for construction costs or include providing SE's opinions of probable construction costs, Client understands that SE has no control over regional economies, availability of materials or labor or the competitive climate existing at the time of bidding or negotiation, over the costs or the prices of labor, equipment or materials, or over Contractor's methods of pricing, and that the evaluations of Client's budgets and/or opinions of probable construction costs provided by SE are SE's professional judgment as a design professional familiar with the construction industry. SE makes no warranty, expressed or implied, as to the accuracy of such opinions or evaluations as compared to bids or negotiated prices or actual construction costs, and SE does not represent or warrant that bids or negotiated prices or actual construction costs will not vary from Client's budget for the Project or from opinions of probable construction costs or from evaluations of Client's budgets prepared or agreed to by SE.

15. PROVIDING EVIDENCE. If SE or an employee of SE is requested by Client or is compelled by subpoena or other legal process by Client or a third party to provide testimony, documents or evidence in relation to the Services and in connection with any public hearing, dispute resolution proceeding or legal proceeding in which SE is not a party, Client agrees to compensate SE on the basis of hourly rates and Reimbursable Expenses according to SE's Rate Schedule then in effect for the time and expenses reasonably incurred by SE in providing such evidence, provided that SE is not compensated in full for such reasonable time and expenses by the party compelling or requesting the evidence.

16. SEVERABILITY. In the event that any provision of these Terms and Conditions is found to be unenforceable, the other provisions shall remain in full force and effect.

17. SURVIVAL. All obligations arising prior to the termination of the Proposal/Agreement and all provisions of these Terms and Conditions allocating responsibility or liability between Client and SE shall survive the completion of the Services and the termination of the Proposal/Agreement, and Paragraphs 5, 6, 7, 9, 11, 12, 13, and 15 shall survive the completion of the Services and the termination of the Proposal/Agreement.

18. INTEGRATION. The Proposal/Agreement and these Terms and Conditions incorporated therein constitute the entire agreement between the Parties and cannot be changed except by written instrument signed by both Parties.

19. GOVERNING LAW. The Proposal/Agreement and these Terms and Conditions incorporated therein shall be governed in all respects by the laws of the state in which the Project is located.

20. THIRD PARTY FEES. SE shall pay the fees and costs specifically

required by the Proposal/Agreement and these incorporated Terms and Conditions. Unless specifically required by the Proposal/Agreement, SE shall not be required to pay the fees and costs of the checking and/or inspection of the Instruments of Service and/or the Work by persons or entities other than SE or SE's Consultants, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title insurance charges, costs of reproductions of the Instruments of Service or other documents, and other charges not specifically required to be paid by SE by the Proposal/Agreement.

21. THIRD PARTY BENEFICIARIES. Nothing contained in the Proposal/Agreement and these incorporated Terms and Conditions shall create a contractual relationship with or a cause of action in favor of a third party against either Client or SE. SE's Services under the Proposal/Agreement are being performed solely for Client's benefit, and no other person or entity shall have any claim against SE arising under the Proposal/Agreement or arising from the performance or non-performance of the Services.

22. EMPLOYMENT FEES. In the event Client hires directly any employee of SE within one (1) year after final payment is due to SE for the Services, Client agrees to reimburse SE a monetary amount equal to six (6) months' wages for the employee so hired by Client as an employment fee. The employment fee shall be calculated as six (6) times the gross monthly full-time wages of the employee immediately prior to the hiring.

23. ASSIGNMENTS. Neither Client nor SE shall assign the Proposal/Agreement or any right, interest or claim for damages arising under the Proposal/Agreement without the written consent of the other, except that Client may make a conditional collateral assignment of the Proposal/Agreement to an institutional lender providing financing for the Project, conditioned on Client's default in its obligations to such lender regarding the financing for the Project. In the event the condition of such collateral assignment is satisfied, the lender shall assume Client's rights and obligations under the Proposal/Agreement. If SE's Services are affected or delayed by Client's default or the assignment of the Proposal/Agreement to the lender, SE's fees for the remaining Services of the Project and the time schedules for performance of the remaining Services of the Project shall be equitably adjusted.

24. CONSEQUENTIAL DAMAGES WAIVER. SE and Client mutually waive as to one another and as to the present and current officers, directors, partners, members, employees, agents, and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of or relating to the Proposal/Agreement or the performance or non-performance of the Services. This mutual waiver is applicable, without limitation, to all consequential damages due to either Parties' termination of the Proposal/Agreement or suspension of the Services.

25. DISPUTE RESOLUTION. All claims, counterclaims, disputes and other matters in question between Client and SE arising out of or relating to the Proposal/Agreement or these incorporated Terms and Conditions, or the breach of the Proposal/Agreement or these incorporated Terms and Conditions, or the Services performed pursuant thereto, shall be decided in such dispute resolution proceedings as Client and SE shall mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the Project is located.