



April 22, 2026

Matt Wegwerth, PE
Public Works Director/City Engineer
City of Grand Rapids
420 North Pokegama Ave.
Grand Rapids, MN 55744

PROPOSAL FOR PROFESSIONAL SERVICES BRIDGE 31514 (HORN BRIDGE) REHABILITATION STUDY

Matt,

Following is our proposal for completing a preservation study of Bridge 31514 (Horn Bridge) to determine the most cost-effective solution to address the current and future needs of the bridge. As you know the bridge was built in 1975 and will be well over 50 years old before the next preservation activities will be completed. With the bridge having an area of over 17,000 square feet it is important to fully understand the current condition and, based on that information, plan the best path forward. We will utilize MnDOT's Bridge Preservation and Improvement Guidelines and the MnDOT Bridge Scoping Flow Chart among other reliable resources to develop improvement recommendations that will be both cost effective and long lasting.

You will see we have included Braun InterTec on our team to perform field sampling, lab testing and reporting. Braun has proposed a comprehensive testing program that will ensure we have complete and accurate information about the current condition of the bridge. This information will enable us to make informed decisions on preservation strategies and will also allow us to predict approximate future deterioration rates and outcomes, aiding in project financial programming and scheduling. It can also help minimize surprises during construction so that large, unexpected cost overruns are less likely.

Scope of Services

- 1. Project Management**
 - a. Project setup, communications and program review
 - b. Deliverables include:
 - i. Well managed project with defined path and outcomes
- 2. Bridge Preservation Study**
 - a. Review data, vet options, prepare report & report exhibits, cost estimates, recommendations
 - b. Deliverables include:
 - i. Draft Preservation study with at least two alternatives, recommendations and costs
- 3. Review of Preservation Study with City**
 - a. LHB to attend one virtual meeting with city to review study in detail and finalize recommendations
 - b. Deliverables include:



i. Finalized Preservation Study

Assumptions

1. Traffic control will be provided by the city if/as needed for Braun to take core samples from bridge deck.
2. Services do not include:
 - a. Site survey or engineering design
 - b. Field work or site visits by LHB
3. Deliverables will be in PDF format.

Schedule

- Field sampling work can begin within 3 weeks of project authorization. Lab results, and an engineering report will be completed within 3 weeks of conducting site work. The preservation study work will begin upon receiving the materials report and will be completed within 8 weeks.

Proposed Fee

LHB proposes an hourly not to exceed fee of \$32,388 including subconsultant (Braun) and their reimbursable expenses.

Terms and Conditions

Upon your approval of this proposal, we will prepare an agreement consistent with the terms and conditions of our standard LHB agreement form.

We appreciate the opportunity to provide you with our services. We look forward to working with you. Please contact me at 218-590-0048 if you have any questions.

LHB, INC.



JON W. SIITER, PE – DIRECTOR OF ENGINEERING

Attachments: LHB Fee Estimate
Braun Proposal

c: LHB Project No. 260102

q:\26proj\260102\100 financial\proposals\to city\bridge 31514 preservation study.docx

March 27, 2026

Proposal 10009666_001

Jon Siiter
LHB, Inc.
21 W Superior Street
Duluth, MN 55802

via email: Jon.Siiter@LHBcorp.com

Re: Proposal for Chloride Ion Testing
Bridge 31514 (Horn Bridge)
7th Ave SE over Mississippi
Grand Rapids, Minnesota

Dear Mr. Siiter:

Braun Intertec Corporation (Braun Intertec) is pleased to submit this proposal to provide core sample extraction and chloride ion testing on the bridge deck concrete for the Horn Bridge in Grand Rapids, Minnesota.

Background

It is our understanding that the concrete overlay that was installed during the last bridge deck remediation project is approaching the end of its service life. Proposed chloride testing locations throughout the bridge deck have been provided by LHB in order to evaluate the condition of the concrete in the overlay, near and at the depth of steel, and below the depth of steel.

It has been requested that Braun Intertec provide concrete core sampling and chloride ion testing at the proposed locations. The proposed chloride testing locations are provided in the attachments of this proposal.

Scope of Services

Activity 1.1 – Field Work

This activity will involve a two-person crew mobilizing to the site from Bloomington, MN to Grand Rapids, MN. Mobilization cost includes a 1-night stay in Grand Rapids.

Ground penetrating radar (GPR) will be used to estimate the depth of steel at each proposed core location as well as avoid striking any steel during core extraction. Twelve core samples will be extracted to a depth of at least two inches below the depth of steel, and four core samples will be extracted to a depth of 3/4 the estimated thickness of the deck.



It is not anticipated that any core samples will be cut completely through the deck thickness as requested on the attached proposed chloride testing locations document as the core samples will fall to the underside of the bridge without upward core extraction from a snooper truck.

Holes left behind from coring will be filled with a high-strength, non-shrink grout.

Activity 1.2 – Laboratory Testing

The core samples will be transported to our laboratory in Bloomington, MN for laboratory testing in accordance with ASTM C1152, “Standard Test Method for Acid-Soluble Chloride in Mortar and Concrete.” The chloride ion content will be measured at multiple depths for each core sample; it is anticipated that twelve core samples will be tested at three depths and four core samples will be tested at four depths.

The service life of a bridge deck is often controlled by the corrosion of the steel in the concrete. The high alkali environment of fresh concrete creates a passivation layer on the steel which protects it from corrosion. Over time, chloride ions will penetrate into the concrete. When a certain chloride-ion threshold level is reached at the depth of the steel, the protective passivation layer will be lost and corrosion commences. This is especially true for uncoated steel such as in the Horn Bridge. ACI 222R-01, “Protection of Metals in Concrete Against Corrosion” provides guidance on the corrosion of reinforcing steel and chloride thresholds that cause corrosion. Typically, the range of 1.0 to 1.5 pounds per cubic yard of concrete is assumed to be the threshold for corrosion.

The application of overlays involves removing the top portion of concrete, which is expected to contain the highest level of chlorides from deicing salts, and replacing it with fresh concrete – effectively extending the time it takes to de-passivate the steel for corrosion. LHB and Braun Intertec will determine appropriate depths at which to test the chloride ion content in the core samples to create a chloride ion profile in the concrete. The profiles will be used to determine the potential for corrosion in the existing overlay, near the depth of steel, at the depth of steel, and below the depth of steel.

Activity 1.3 – Project Management and Reporting

This activity will consist of the consulting time for meetings, assembling reports, and general engineering time for this project. A deliverable providing the depth of steel and the chloride-ion profile at each core sample location will be developed. This activity also includes time for necessary administrative tasks associated with the project.

Assumptions

The proposed scope of service is based on the following assumptions:

- Traffic control will be provided and is not the responsibility of Braun Intertec.
- Testing will be performed in accordance with the most current editions unless specified otherwise. Modifications of any test method are subject to additional fees.



- Prices are in US dollars.
- Expedited requests are subject to additional fees.
- Remnants of tested samples and any extra material will be discarded 30 days from the final report unless otherwise requested.
- Any materials shipped back to the client are subject to shipping and handling fees.

Cost

We will furnish the services described in this proposal for an estimated fee of **\$18,623**. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate the site work commencing within 3 weeks of authorization. A final engineering report will be provided within 3 weeks of conducting site work.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completion.

Safety

We assume the conditions found at the site will provide a safe working environment for our staff. If conditions are encountered that we feel are not safe, we will contact you immediately and reserve the right to not complete tasks that are felt unsafe. Our staff will supply the following items for personal safety:

- Gloves
- Hard hat
- Class II reflective safety vest
- Puncture resistance work boots
- Safety glasses



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ron Koran at 651.431.1499 or RKoran@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Ronald Koran, PE
Project Engineer, Concrete Science

Alfred Gardiner, PE
Principal Engineer, Director – Concrete Science

Attachments:

Proposed Chloride Testing Locations
Cost Estimate
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

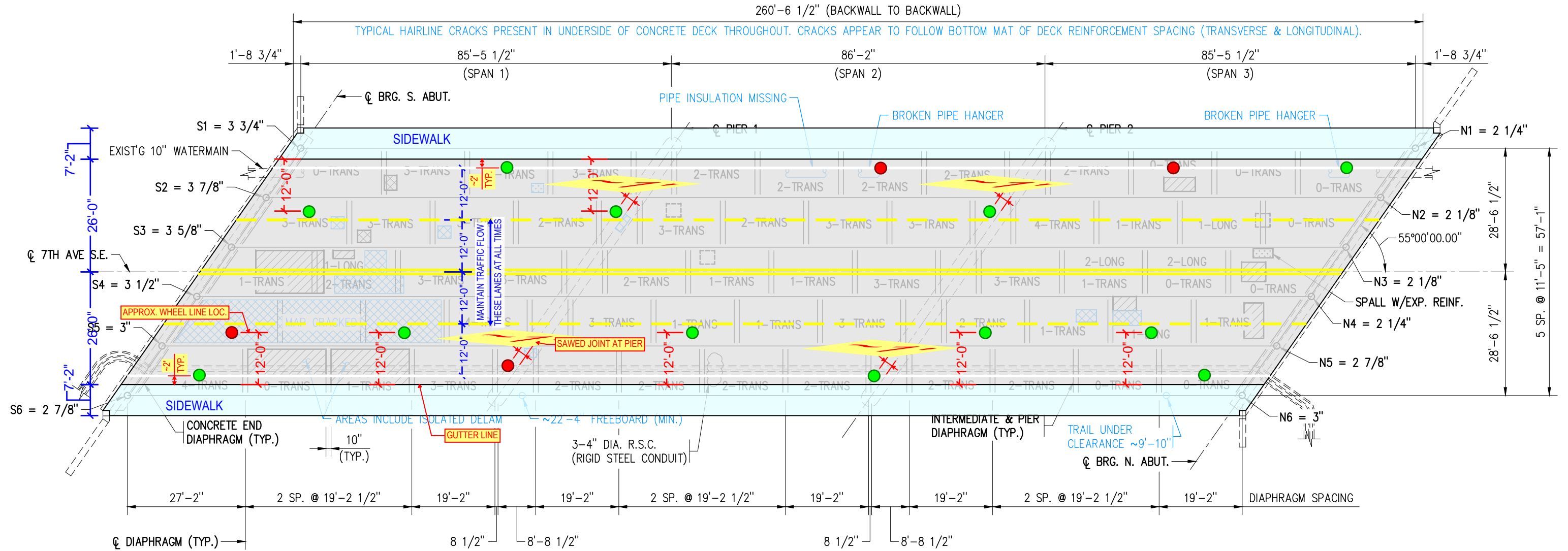
Date

BRIDGE 31514 (HORN BRIDGE)

INSPECTION DATE: 06/17/2025

BLUE DENOTES CHANGED CONDITION FROM PREVIOUS INSPECTION.

PROPOSED CHLORIDE TESTING LOCATIONS

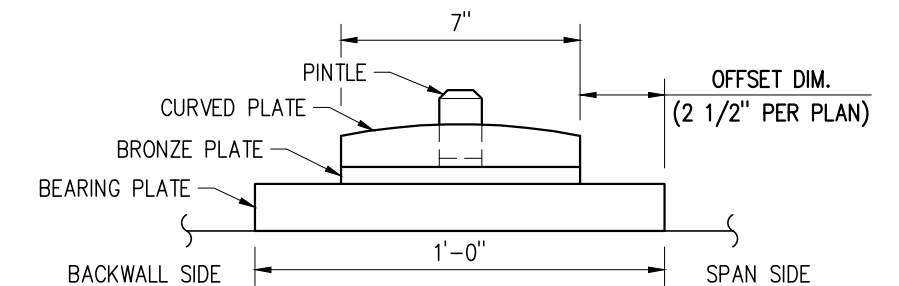


LEGEND:

X-TRANS = X TRANSVERSE CRACKS IN BAY
 X-LONG = X LONGITUDINAL CRACKS IN BAY
 (LONGIT. CRACKS TYP. LOCATED APPROX. 8" TO 12" FROM BEAM FLANGE)

- = MAP CRACKS
- = DELAMINATED CONCRETE (INCLUDES MAP CRACKING)
- = SPALLED CONCRETE
- = PREVIOUS SLAB REPAIR LOCATION

UNDERSIDE OF SLAB CONDITION
 SCALE: 0 15'



ABUTMENT EXPANSION BEARING DIMENSION REFERENCE
 (SEE PLAN FOR OFFSET DIMENSION AT EACH ABUTMENT BEARING LOC.)
 (DIMENSIONS REMAINED WITHIN 1/8" OF PREVIOUS; NO CHANGE TO REPORTED VALUES ABOVE)

- DENOTES ROADWAY SURFACE
- DENOTES SIDEWALK SURFACE
- DENOTES TEST LOCATION WITH 3 HORIZ. PLANE TESTS (PARTIAL DEPTH CORE)
- DENOTES TEST LOCATION WITH 4 HORIZ. PLANE TESTS (FULL DEPTH CORE)



Fee Estimate
10009666_001
Br. 31514 Chloride Ion Testing

Client:
 LHB, Inc.
 Jon Siiter
 701 Washington Ave N, Suite 200
 Minneapolis, Minnesota 55401
 (218) 279-2456

Work Site Address:
 13 Southeast 7th Avenue
 Grand Rapids, Minnesota 55744

	Qty/Hours	Rate	Amount
Task 1: Concrete Testing			
Subtask 1.1: Field Work			\$7,285.00
Project Engineer	16.00	243.00	\$3,888.00
Field Service Technician II	16.00	137.00	\$2,192.00
Trip Charge - Bloomington to Grand Rapids	1.00	265.00	\$265.00
Coring Equipment and Core Barrel Wear (per 1/2 day)	2.00	191.00	\$382.00
Concrete patch, per bag	2.00	34.00	\$68.00
Hotel	2.00	200.00	\$400.00
PerDiem	2.00	45.00	\$90.00
Subtask 1.2: Laboratory Testing			\$9,100.00
Acid Soluble Chloride ion (ASTM C1152) < 3 Specimens	52.00	175.00	\$9,100.00
Subtask 1.3: Project Management and Reporting			\$2,238.00
Project Assistant III	1.00	93.00	\$93.00
Project Control Specialist II	1.50	134.00	\$201.00
Project Engineer	8.00	243.00	\$1,944.00
Task 1 Total:			\$18,623.00
Project Total			\$18,623.00

BRAUN INTERTEC GENERAL CONDITIONS**SECTION 1: AGREEMENT**

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization (“Agreement”). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity (“Consultant”) and the client (“Client”) as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services (“Services”) in connection with the project (“Project”) which are specifically described in this Agreement. Client understands and agrees that Consultant’s Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute “Additional Services.” Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant’s then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant’s profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant’s findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant’s report or shown on Consultant’s sketches reference Project plans or information provided by others or estimates made by Consultant’s personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant’s Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant’s Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client’s possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client’s representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client’s representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment (“PPE”) typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant’s employees are expressly authorized by Client to refuse to work under conditions that may, in an employee’s sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant’s own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client’s property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client’s duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client’s failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant’s performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant’s then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant’s Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant’s field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client’s scheduling demands in accordance with Consultant’s then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant’s price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant’s estimated fees are based upon Consultant’s experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant’s costs for all services performed will be based upon Consultant’s then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client’s obligation to pay for Services under this Agreement is not contingent on Client’s ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client’s successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant’s Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party’s written acceptance of all terms of this Agreement will alter Client’s rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement 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, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.