



TÜV SÜD America Inc. Master Services Agreement- Forestry Division

This Master Services Agreement (“Agreement”) is made and entered into as of 12/17/2025, the Effective Date (“Effective Date”) between TÜV SÜD America Inc. (“TÜV SÜD”), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its headquarters located at 401 Edgewater Place, Suite 500, Wakefield, MA 01880 and City of Grass Valley (“Customer”) with its place of business at 125 E Main Street, Grass Valley, CA 95945. TÜV SÜD and Customer, individually as a Party and collectively referred to as Parties, agree to the following:

1. Services/Statements of Work.

- A. From time to time, the Customer may engage TÜV SÜD, on an independent contractor basis, for services (the “Services”) set forth in the Statement of Work (“SOW”) entered into between Customer and TÜV SÜD incorporating the terms and conditions of this Agreement by reference. Each such SOW will set forth the Services, deliverable schedules and the cost of the Services, which upon execution, shall become part of this Agreement.
- B. Alterations, modifications or adjustments to the original SOW shall be affected by a writing delineating the exact nature of the modification to the original SOW, including but not limited to location, timeline, scope of work and price.
- C. TÜV SÜD America Inc. believes that independence, impartiality, and integrity are a critical part of its mission and core values. We expect our customers, partners, suppliers, and contractors to follow the principles in our Code of Conduct located at https://www.tuvsud.com/en/-/media/global/pdf-files/code-of-ethics/tvsd_code_of_conduct_brochure_en_230308.pdf.
- D. Customer acknowledges and agrees that the Services are provided in accordance with the terms set forth in the Proposal attached hereto as **Appendix A**, which is incorporated herein by reference, as if set forth in full.

2. Changed Conditions and Extra Work.

- A. Customer and TÜV SÜD acknowledge that the scope of services described in Appendix A are based upon conditions and requirements existing at the time of the execution of this Agreement. Events involving other contractors on the property and changes to any applicable codes, laws, ordinances and regulations may require changes to the Work Product and additional charges. Both Parties acknowledge that clarifications, adjustments, modifications, and other changes may be necessary to reflect changed conditions or requirements.
- B. In the event Customer or TÜV SÜD become aware of conditions that necessitate alterations to the Statement of Work, both Parties agree to timely notify the other and to engage to prepare the necessary changes to TÜV SÜD’s Statement of Work. TÜV SÜD shall not be bound by changes to Statement of Work unless mutually agreed upon in writing.
- C. Customer agrees that any logging or other forest management contracts for any project which involves TÜV SÜD’s Work Product shall include a provision that requires the logging or other forest management contract to notify Customer of any changed field or other conditions after which Customer shall timely notify TÜV SÜD.
- D. Customer acknowledges that in some situations, time is of the essence, and TÜV SÜD may have to make immediate decisions in the field to perform additional services or incur unanticipated costs outside of the Statement of Work that TÜV SÜD deems in the best interest of safety, compliance with regulatory requirements, or to achieve the project objectives. Customer agrees that if services not specified in this Agreement are provided under such circumstances, TÜV SÜD will notify Customer of the work and Customer agrees to timely pay for all such services at the rates set forth (unless otherwise agreed herein) in Appendix B. Any such additional services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.

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3. Fees and Payments.

- A. Unless otherwise agreed in writing between the Parties, fees charged by TÜV SÜD shall be calculated pursuant to the TÜV SÜD SOW and any applicable price schedules in Appendix B of TÜV SÜD in effect at the time of acceptance of the SOW. TÜV SÜD reserves the right to adjust fees upon 30 day notice.
- B. All new customers are subject to credit approval. TÜV SÜD may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Customer's financial condition, TÜV SÜD may withhold performance of Services, require cash payments, or advance payments, or require other satisfactory financial security before performance of Services.
- C. All invoices shall be due net 30 days from invoice date in United States Dollars. Customer agrees that a monthly administrative and finance charge of 1.5% of the outstanding account balance, but not in excess of the maximum allowed by law, will be payable by Customer for any account over 30 days past due. Customer also agrees to pay TÜV SÜD's costs of collection, including attorneys' fees, incurred in collecting any past due amounts. TÜV SÜD reserves the right to suspend performance of Services until payment is received in full for Services rendered. Such suspension of Services may include, without limitation, the refusal to issue a report or any deliverable.
- D. If Customer disputes all or any portion of an invoice, Customer must deliver written notice to TÜV SÜD within 14 days of receipt of the invoice. Failure by Customer to submit any questions or concerns within that 14-day period shall constitute a waiver of Customer's claim and an agreement by Customer to pay the invoice in full. If Customer disputes a portion of the invoice, Customer must pay the undisputed portion in accordance with this section. Upon resolution of the dispute in favor of TÜV SÜD, Customer must pay the undisputed portion or the remainder of the invoice, plus any accrued interest.
- E. TÜV SÜD may suspend Services if an undisputed invoice is more than 15 days past due. TÜV SÜD may terminate this Agreement if an undisputed invoice is more than 30 days past due. Unless otherwise prohibited by law, TÜV SÜD may also terminate this Agreement immediately in the event of a material adverse change in Customer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.
- F. The fees for TÜV SÜD's Services do not include taxes, excises, fees, duties, or other government charges related to the Services. Customer shall be responsible for paying any and all taxes which apply now or in the future to these Services or to Customer's payments, other than taxes on TÜV SÜD's net income. In the event TÜV SÜD may be required to collect or pay taxes for which Customer is responsible, TÜV SÜD may increase its charges to Customer by an equal amount.
- G. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which TÜV SÜD may have for the performance of services pursuant to this Agreement. Customer agrees to separately provide to TÜV SÜD the present name and address of the record owner of the property on which TÜV SÜD is to perform its Services. Customer also agrees to separately provide TÜV SÜD with the name and address of all persons, including lenders, who are entitled to receive a preliminary notice.

4. Standard of Care, Limited Warranty and Disclaimer.

- A. TÜV SÜD warrants the Services performed by it shall be performed in accordance with the requirements of the accepted and binding SOW and in accordance with the relevant standards and procedures and the applicable requirements. In the event that the Services performed by TÜV SÜD do not comply with this warranty, Customer shall notify TÜV SÜD in writing of the noncompliance within 30 days of TÜV SÜD's completion of such Services, and TÜV SÜD shall re-perform the non-conforming Services. The failure of Customer to so notify TÜV SÜD of a claim that Services did not comply with this warranty within the foregoing period shall constitute an irrevocable waiver of that claim. Customer understands and agrees that TÜV SÜD's warranty extends only to the specific SOW.
- B. TÜV SÜD cannot and does not provide any warrantee or guarantee, expressed or implied, that the implementation of any logging or other forest management or vegetation work arising out of the TÜV SÜD's work product will prevent wildfires from starting or being spread on the Customer's property. TÜV SÜD's management of the work undertaken on the Customer's property may be intended to reduce the risk of wildfire starting or spreading and make the property more defensible against fire. Notwithstanding the foregoing, the parties acknowledge and agree that TÜV SÜD's services cannot eliminate that risk entirely, and do not purport to imply that all that other hazards do not exist.

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- C. TÜV SÜD shall exercise usual and customary professional care in developing Work Products to comply with TÜV SÜD's current understanding of the applicable federal, state or local regulatory requirements. Parties understand and agree that regulatory requirements may change rapidly and that TÜV SÜD does not make any guarantee or warranty either expressed or implied that its Work Product complies with every regulatory requirement.
- D. EXCEPT AS EXPRESSLY SET FORTH AND LIMITED ABOVE, TÜV SÜD MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED HEREUNDER. TÜV SÜD SPECIFICALLY DISCLAIMS ANY WARRANTIES WITH REGARD TO GENERAL SAFETY, NON-INFRINGEMENT OR EFFECTIVENESS OF FACILITIES OR WITH REGARD TO THE MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF TÜV SÜD'S SERVICES THEMSELVES. THE OBLIGATIONS OF TÜV SÜD UNDER THIS LIMITED WARRANTY ARE CUSTOMER'S EXCLUSIVE REMEDY AND TÜV SÜD'S SOLE LIABILITY FOR ANY BREACH OF WARRANTY.
- E. Much of the work performed by TÜV SÜD relates to projects which involve issues under active consideration in the policy and legislative arenas. Customer acknowledges that TÜV SÜD is unable to warranty the course or outcome of the projects concerned. TÜV SÜD shall therefore not be liable to Customer, for any acts or omissions in the performance of the Services agreed to in this Agreement except if such acts or omissions of TÜV SÜD are due to its breach of this Agreement or to negligence or willful misconduct.

5. Responsibilities of the Customer

- A. **Authorization to Undertake Work.** Customer represents to TÜV SÜD that Customer has obtained all necessary permissions for TÜV SÜD to execute the Scope of Work. Customer is bound to furnish all necessary verification, including but not limited to, property deeds, resource ownership contracts, or lease documents, associated with performing the Scope of Work. If Customer is acting on behalf of another Party or other Parties have interest in Project, such as additional landowners, Customer agrees to inform TÜV SÜD of other Party's interest however formal or informal and provide all necessary authorizations in written form for the TÜV SÜD to execute the Scope of Work in good faith and in a legal manner.
- B. **Property Boundaries.** Customer agrees to provide TÜV SÜD with any and all available documents to assist in identifying the ownership location and the condition of the Property associated with the Scope of Work, including but not limited to, deeds, maps, title reports and information, and permits. The TÜV SÜD will make best efforts to utilize property boundary information provided, however, it is the sole responsibility of the Customer to establish property boundaries. The Customer assumes all responsibility associated with the identification and establishment of property boundaries and holds the TÜV SÜD free from any and all liability of the results of the incorrect identification or establishment of property boundaries. If there is any uncertainty as to actual property boundaries and the Project will take place close to such boundaries, Customer shall so advise TÜV SÜD and Customer shall hire a licensed surveyor to establish property boundaries including clear on-the-ground flagging or other delineation or amend the scope of work to eliminate areas of uncertainty from the Project.
- C. **Property Access.** The Customer hereby provides authorization of the owner to enter upon the Property associated with the Scope of Work and any ingress or egress routes on foot or by motorized vehicle for the purpose of conducting TÜV SÜD's Services thereon. If additional documentation to enter the Property is required, it shall be attached to this Agreement as an agreement and incorporated herein by this reference. Customer also provides authorization of the owner to allow TÜV SÜD to extend authorization of entry upon property to all invitees of TÜV SÜD whom the TÜV SÜD believes are necessary for the completion of the project, including agency officials as required to complete Scope of Work, until the TÜV SÜD determines that it is no longer necessary.
- D. **Premises Management.** It is the responsibility of the Customer to ensure that safe working conditions exist at the property before the TÜV SÜD enters the premises, and as such in cases involving issues of workplace safety on third Party premises, the Customer shall also provide indemnification for any and all related claims of TÜV SÜD officers, directors, employees, agents or invitees arising out of dangerous conditions on the property.

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- E. Payment of Costs.** Customer shall pay the costs of checking and inspection fees, all application fees, assessment fees, permit fees, permits, bond premiums, title company charges, and all other charges not specifically covered by the terms of this Agreement
- F. Third Party Compliance with Law.** The Customer shall notify TÜV SÜD if Customer is aware that any public agency permits associated with Project have or have not been obtained, or if illegal activity is occurring on the property. If TÜV SÜD becomes aware of illegal activity, including but not limited to environmental compliance and permitting, TÜV SÜD may cease work on the Project, as required by California state or federal law. TÜV SÜD may also, at its option, inform authorities involved with the Project. California state law, however, does not impose a duty on TÜV SÜD to investigate whether or not permits have been obtained or other legal compliance by the property owner.
- 6. Notification and Indemnification Related to Fire Risk.** Parties understand and agree that if the work of TÜV SÜD is to assist with property management to reduce fire risk. Such work, however, in no way guarantees future fire behavior or frequency. To that end, the Customer hereby covenants that it will advise property owners that the work of TÜV SÜD does not provide any guarantee, and the Customer will fully indemnify TÜV SÜD under Section 9 from any claims relating to fire made against TÜV SÜD. This provision survives contract termination for a period of twenty years.
- 7. Term/Termination.** The term of the Agreement shall commence on the Effective Date and continue until terminated by either Party with or without cause upon fourteen (14) days prior written notice to the other Party. In case of termination, of the Agreement or any SOW hereunder, however occurring, TÜV SÜD is entitled to demand, and Customer shall be obligated to pay a proportion of the contractual remuneration equal to the proportion (if any) of the Services/work carried out up through and including the date of termination.
- 8. Relationship of the Parties.** TÜV SÜD is an independent contractor for the provision of Services, not an agent of the Customer. Neither Party has the authority to act on behalf of or to bind the other Party with respect to any promise or representation unless specifically authorized in writing.
- 9. LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING FROM ANY ACTION OR OMISSION OF A PARTY RELATING IN ANY WAY TO THE SERVICES PROVIDED OR TO THE AGREEMENT, EVEN IF A PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR INFORMATION OF ANY KIND, LOST PROFITS OR FAILURE TO REALIZE EXPECTED SAVING AND REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY). A PARTY'S ENTIRE LIABILITY, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THE AGREEMENT, REGARDLESS OF THE FORM OR NATURE OF THE ACTION, SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER UNDER THE SOW. THIS PROVISION SHALL BE SUBJECT TO LIMITATIONS SET FORTH HEREIN REGARDING THE LACK OF GUARANTEE ASSOCIATED WITH THE PREVENTION OF FIRE IGNITION OR REDUCED FIRE SPREAD WITHIN THE PROJECT AREA. No claim may be asserted by either Party against the other Party with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted.
- 10. Indemnification.** Customer assumes and shall defend, indemnify and hold TÜV SÜD harmless from all responsibility to Customer and third Parties for personal injury and property damage, relating in any way to the Services provided by TÜV SÜD resulting from Customer's negligence. Customer further agrees to indemnify TÜV SÜD for all costs (including reasonable attorneys' fees) incurred by TÜV SÜD in defending any such claims or in establishing its right to indemnification. TÜV SÜD assumes and shall defend, indemnify and hold Customer harmless from all responsibility to Customer and third Parties for personal injury and property damage, relating in any way to the Services provided by TÜV SÜD resulting from TÜV SÜD's negligence. TÜV SÜD further agrees to indemnify Customer for all costs (including reasonable attorneys' fees) incurred by Customer in defending any such claims or in establishing its right to indemnification. Each Party shall promptly notify the other Party of any such claim or proceeding. However, delay in notifying a Party will not relieve a Party from any obligation except to the extent the delay harmed a Party. Customer may assume the defense of such claim or proceeding, and TÜV SÜD shall provide

reasonable cooperation with Customer, at Customer's expense, in the investigation of any such claim or proceeding. Customer shall not settle or otherwise

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consent to a judgment that diminishes TÜV SÜD's rights or interests without TÜV SÜD's express written consent. If Customer fails to assume such defense, TÜV SÜD may defend or settle such claim at Customer's expense.

11. Non-Exclusivity. This Agreement is non-exclusive and nothing herein shall prohibit or restrict the Parties from entering into the same or similar relationships with other Parties, including, without limitation, competitors of the other Party. Further, notwithstanding anything to the contrary in this Agreement, TÜV SÜD may decline to accept a proposed SOW for any reason in its sole and absolute discretion.

12. Intellectual Property Rights.

- A. Ownership of Work Product.** Customer acknowledges that all original papers, documents, spreadsheets, maps, and other work products whether electronic or hard copy ("Work Product") produced by TÜV SÜD pursuant to this Agreement, shall remain the property of TÜV SÜD. Customer shall have the license to use the final documents for the purposes set forth in Scope of Work and any documents which are required to be filed with public agencies shall become public documents. TÜV SÜD shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Customer. Customer further acknowledges that its right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Customer is not in default pursuant to the terms and conditions of this Agreement and Customer has performed all obligations under this Agreement.
- B. Use of Work Product.** Customer agrees not to use or permit any other person to use Work Product prepared by TÜV SÜD, which Work Product is not final, and which is not signed, and stamped or sealed by TÜV SÜD. Customer agrees that TÜV SÜD is not responsible for any such use of non-final Work Product and waives any right to claim liability against TÜV SÜD, therefore. Customer further agrees that final Work Product is for the sole use of Customer for the specified purpose described in Exhibit A of this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by TÜV SÜD in writing prior to any such use, alteration, or reproduction.
- C. Changes in Work Product.** In the event Customer makes changes to TÜV SÜD's written work product or plans prepared pursuant to this Agreement, which TÜV SÜD has not approved or ratified, Customer acknowledges that such changes and the effects thereof are not the responsibility of TÜV SÜD. Customer agrees that TÜV SÜD is automatically released from any and all liability arising there from and further agrees to defend, indemnify and hold harmless TÜV SÜD, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising out of such changed document.

13. Assignments. The Parties shall not assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior consent of the other Party. TÜV SÜD may delegate its obligations to its affiliates, agents, suppliers, and contractors, and TÜV SÜD may disclose to any such persons any information required by them to perform the duties so delegated to them, but such delegation shall not relieve TÜV SÜD of its obligations under the Agreement.

14. Confidentiality.

- A.** Subject to the exceptions in this Section 13 "Confidential Information" will mean all of the information (whether in writing, orally, tangible or intangible, or by another means) that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") under an Order, which information is either in writing and marked "confidential", "restricted", or "proprietary", or if disclosed orally or through access to facilities, is identified as being confidential at the time of disclosure, or from all the relevant circumstances should reasonably be assumed to be confidential and proprietary whether or not such information is marked or identified as "confidential", "restricted" or "proprietary" at the time of disclosure.
- B.** Each Party hereby agrees that it shall not disclose, directly or indirectly, any of the Confidential Information to any individual, firm, company, or other entity and shall not use any Confidential Information in any manner whatsoever except as permitted under the Agreement, unless such Confidential Information (a) is now in the public domain or subsequently enters the public domain



- through no action or fault of the Receiving Party; (b) is known by or available to the Receiving Party from its own independent sources prior to its receipt thereof under an Order; (c) the Receiving Party receives from any third Party having a legal right to transmit such information without any obligation to the Disclosing Party to keep such information confidential; or (d) is independently developed by the Receiving Party's employees, agents, or contractors.
- C. The Receiving Party agrees to treat all of the Disclosing Party's Confidential Information with the same degree of care to avoid disclosure to any third Party as the Receiving Party uses with respect to its own information of like importance, and in any event no less than reasonable care. Notwithstanding the foregoing, a Party may disclose (i) Confidential Information of the other Party to its Affiliates, and to the Party's and/or its Affiliates' directors, employees, TÜV SÜDs, and agents who, in each case, have a specific need to know such Confidential Information and who are bound by a like obligation of confidentiality and restriction on use, or (ii) Confidential Information of the other Party to the extent such disclosure is required to comply with applicable law or to defend or prosecute litigation; provided, however, that in each case the receiving Party provides prior written notice of such disclosure to the disclosing Party and takes reasonable and lawful actions to avoid or minimize the degree of such disclosure.
- D. In the event that the Receiving Party is ordered by a court or other governmental entity to disclose any of the Disclosing Party's Confidential Information the Receiving Party shall be permitted to so disclose that Confidential Information. Receiving Party shall give the Disclosing Party prompt written notice of the order so as to allow the Disclosing Party to seek a protective order or similar relief.
- E. This Agreement being signed between Customer and TÜV SÜD shall override, apply, and supersede any and all other agreements where TÜV SÜD is being asked or required to sign NDA/Confidentiality/Hold Harmless/Indemnification Customer site specific agreements to be able to enter Customer site location.
- F. Unless otherwise mutually agreed in writing, the Receiving Party's obligations under this paragraph with respect to each item of Confidential Information shall terminate two (2) years after the date of the receipt of that item by the Receiving Party.
- G. At the Disclosing Party's written request, the Receiving Party and its Representatives shall promptly return or destroy all Confidential Information and all materials prepared by the Receiving Party or its Representatives based on the Confidential Information. The Receiving Party may (a) retain one copy of the Confidential Information for archival purposes; and (b) retain copies stored in automated computer backup systems. It is expressly agreed by the Parties that as required by applicable law, regulation, program, or licensing or accreditation body in connection with performing the Services described herein that TÜV SÜD have the right to: disclose such information to the accreditation or regulatory bodies or program. In addition, TÜV SÜD, shall have the right to retain copies of the Confidential Information for the applicable limitations period imposed by any such bodies or program during which time it shall remain subject to the confidentiality restrictions set forth in this Section 13.
- H. Any Confidential Information that contains personal data shall be deleted and a written certification of disposal provided to the Disclosing Party within thirty (30) calendar days of Disclosing Party's written request unless such personal data must be retained in accordance with applicable law.
- 15. Governing Law.** The validity, performance and construction of this Agreement shall be governed by the laws of the state of California.
- 16. Arbitration.**
- A. *Informal Discussion.* In the event of any dispute or disagreement between Customer and TÜV SÜD with respect to the interpretation of any provision of the Agreement, the performance of TÜV SÜD or Customer under any Order, or any other matter related to any Order, upon the written request of either Party, authorized representatives of Customer and TÜV SÜD will meet for the purpose of resolving such dispute or disagreement. Those representatives will discuss the problem and negotiate in good faith without the necessity of any formal proceedings related thereto.

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17. Notices. Any notice or other correspondence required or permitted to be given pursuant to this Agreement or any SOW shall be in writing and shall be deemed to have been given at the time when personally delivered, if served personally, at the time of transmission if sent by email (with return receipt requested), facsimile transmission (so long as such transmission is evidenced by a written confirmation of successful transmission), or on the third day following the date of postmark by first-class mail, postage prepaid, addressed to the addressee set forth below or such other address, as either Party hereto may designate by notice to the other Party.

If to Customer: City of Grass Valley
Attn: Duane Strawser
125 E Main Street
Grass Valley, CA 95945
[Email: dstrawser@cityofgrassvalley.com](mailto:dstrawser@cityofgrassvalley.com)

If to TÜV SÜD:
401 Edgewater Place, Suite 500
Wakefield, MA 01880
Attn: Legal Department
Email: legal-us@tuvsud.com

18. Export Control and Embargo Restrictions.

- A. TÜV SÜD does not have the obligation to provide Services to the extent that and for as long as such provision of Services would result in violations of export control and embargo restrictions. In such a case, TÜV SÜD agrees to promptly notify the Customer in writing that such Services may not be provided.
- B. In the event that TÜV SÜD is prevented from timely providing its Services due to a delay in obtaining permits, licenses or other official procedures imposed by restrictions under export control and embargo law, the delivery and completion deadlines agreed to by TÜV SÜD and the Customer shall be extended by the duration of time caused by such delay. In such a case, TÜV SÜD agrees to promptly notify the Customer in writing.
- C. Where the delays due to Section 18.A or 18B, last longer than six months beyond the date of initial notification of the Customer by TÜV SÜD, either Party has the right to terminate the Agreement. The Customer may not assert any additional claims based on Sections 15.1 and 15.2, including, but not limited to, claims for damages.
- D. The Customer has the obligation to observe the export control and embargo law restrictions, as applicable and in effect at the time, and to obtain any permits or licenses that may have to be obtained. In case of a violation of export control and embargo restrictions by the Customer, TÜV SÜD has the right to terminate the Agreement.
- E. To the extent requested to do so, the Customer has the obligation to promptly provide TÜV SÜD with any and all information or certifications on the intended use, final recipient and end use of the Services to be provided by TÜV SÜD, including, without limitation, the obligation to issue or provide what is referred to as an end-user certificate (EUC).

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F. The Customer agrees to indemnify TÜV SÜD to the full extent against any and all claims that may be asserted against TÜV SÜD by authorities or other third Parties on the grounds of intentional or negligent violations of export control and embargo restrictions by the Customer and agrees to indemnify TÜV SÜD for and against any and all losses sustained, damage suffered, and expenses incurred as a result.

19. Force Majeure. If either Party is unable to perform or suffers delay in performance due to any cause beyond its reasonable control, (regardless of whether the cause was foreseeable), including without limitation, acts of God, natural catastrophes, acts or omissions of a government or its agencies or departments, pandemics, labor strikes, lockouts or other disturbances, wars, riots, cyber-attacks, terrorist attacks or difficulties in procuring labor, energy shortages, shortage of suitable parts or materials, computer malfunctions, transportation problems, or Customer's failure to fulfill its obligations, the time for performance shall be extended by a period equal to the length of time it takes to overcome the effect of the event. A Party shall immediately notify the other Party after becoming aware of any such event. If there are force majeure delays exceeding 60 days in the aggregate, TÜV SÜD may terminate the Agreement. For the avoidance of doubt, failure to pay shall not constitute a force majeure delay.

20. Entire Agreement. This Agreement between the Parties sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, letters of understanding, or other promises, whether oral or in writing.

21. RESERVED

22. Severability. If any parts of the Agreement are held to be invalid, illegal, or unenforceable the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired and shall continue in full force and effect, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.

23. Order of Precedence. If there is an inconsistency between the operative provisions of this Agreement and a SOW, then the operative provisions of the SOW shall prevail with respect to the relevant Services to the extent of such inconsistency.

24. No Joint Venture; Further Assurances. This Agreement does not create a partnership or joint venture between the Parties. Each Party, upon the reasonable request of the other, shall perform such further acts and execute such further documents as may be necessary to carry out the essential intent and purpose hereof.

25. Nonwaiver/Remedies. Any waiver or failure by TÜV SÜD to require strict compliance with the provisions of the terms of this Order in any respect must be in writing and shall not be deemed a waiver of TÜV SÜD's right to insist upon strict compliance thereafter. TÜV SÜD retains all rights and remedies granted to it by operation of law, or in equity, in addition to those set forth herein.

26. Counterparts. This Agreement may be executed by electronic and in one or more counterparts, all of which taken together will constitute one and the same original instrument.

27. Use of Name and Marks. Except as otherwise agreed in writing, Customer may not use TÜV SÜD's name

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or any of its **trademarks**, tradenames, logos or other intellectual property or likeness for any reason, including, without limitation, in any Customer list, press release, brochure, advertisement or the like without TÜV SÜD's prior written consent. Notwithstanding the foregoing, Customer may use TÜV SÜD's marks in accordance with the terms of the SOW.

- 28. Third-Party Beneficiaries.** Nothing contained in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third Party, against either Customer or TÜV SÜD. TÜV SÜD's services under the Agreement are being performed solely for Customer's benefit, and no other Party or entity shall have any claim against TÜV SÜD because the Agreement or the performance or non-performance of services hereunder.
- 29. Authority to Sign.** The Parties executing this agreement personally warrant that they have full authority to enter into this agreement on behalf of the entity for which they are signing, and that said entity will be legally bound to the agreement by their signature hereto.
- 30. Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 31. Documentation of Insurance.** City will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: [insert project name]
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 32. Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
 - General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

33. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

34. Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California. If Consultant is an individual and has no employees, the Project Administrator may accept an affirmation of that fact in lieu of proof of workers compensation insurance.

35. Automobile Liability Insurance. Covered vehicles shall include owned, if any, non-owned, and hired automobiles and trucks.

36. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

The Project Administrator may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: _____

Name: _____

37. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis, the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of work under this Agreement. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under this Agreement.

- 38. Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 39. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of work under this Agreement and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 40. Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks before expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: Tim Kiser, 125 East Main Street, Grass Valley, CA 95945.
- 41. Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 42. Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 43. Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 44. Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts before execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies.

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EXHIBIT A: SOW

Statement of Work No. _____

This Statement of Work ("SOW") is made between CUSTOMER NAME (the "Customer") and TÜV SÜD America Inc. (the "TÜV SÜD") as of _____ (the "SOW Effective Date") pursuant to the terms and conditions of the Master Services Agreement effective as of _____, between Customer and TÜV SÜD ("Agreement").

1. Services

The Customer hereby engages the TÜV SÜD, on an independent contractor basis, to provide the following Services during the period commencing on the SOW Effective Date and continuing through [end date] (the "SOW Term"):

2. Deliverables, Fees, and Expenses

The Customer hereby engages TÜV SÜD, on an independent contractor basis, to provide the Services during the SOW term and for the fees set forth in this Section 2 and in accordance with the Standard Hourly Changes as set forth in **Appendix A**.

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This Statement of Work is entered by the Parties as of the SOW Effective Date.

TÜV SÜD America Inc..

TÜV SÜD America Inc..

Signature

Signature

Print Name

Print Name

Title

Title

Date (Month-Day-Year)

Date (Month-Day-Year)

DRAFT

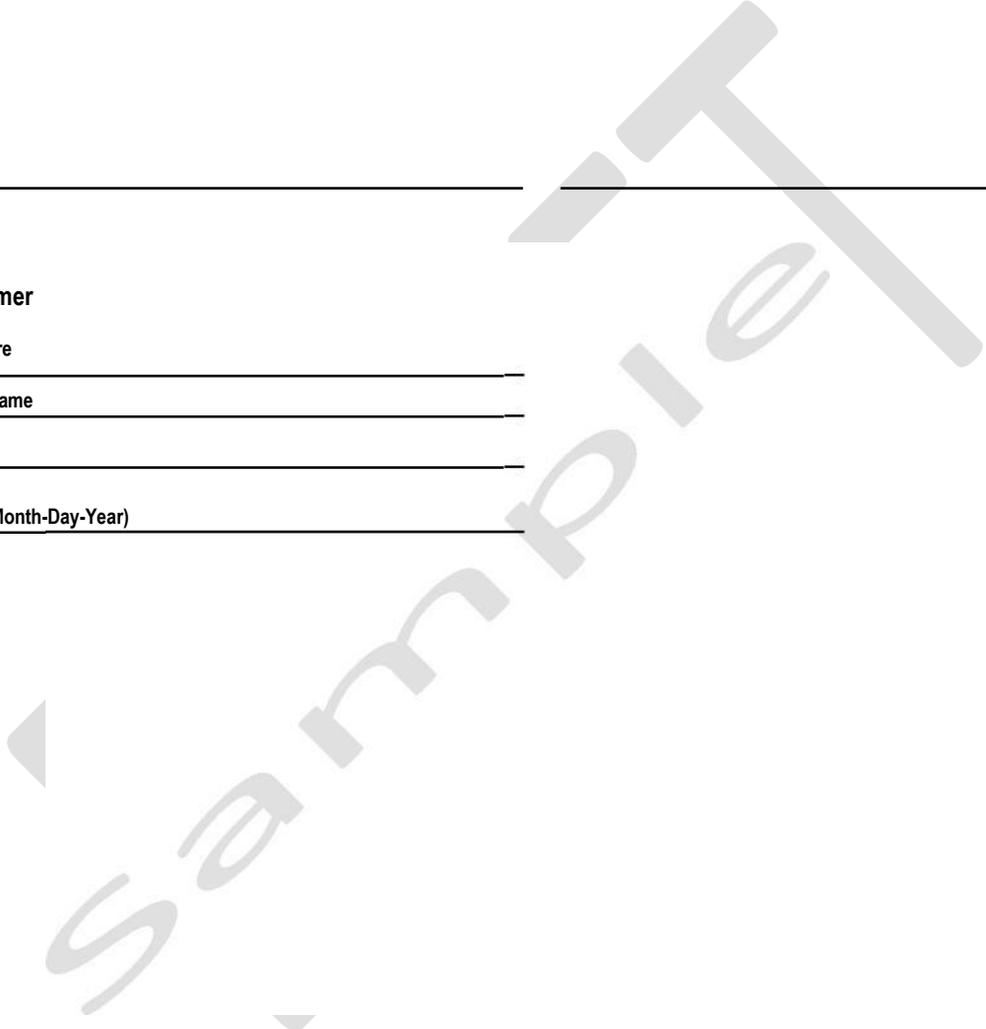
Customer

Signature

Print Name

Title

Date (Month-Day-Year)



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Appendix A STANDARD HOURLY CHARGES

Professional Services

Director, Registered Professional Forester (RPF)	\$174.00 per hour
Supervisory Forester (RPF)	\$163.00 per hour
Staff RPF / Forest Analyst	\$147.00 per hour
Associate Forester	\$121.00 per hour
Forestry Technician	\$105.00 per hour
Clerical	\$95.00 per hour

Other

Mileage	Current IRS rate at time of billing
Materials (Paint, Flagging, Etc.)	At Cost
Subcontractors	At Cost + 15%
Travel, Lodging	At Cost
Travel Meals	\$15 Breakfast, \$20 Lunch, \$40 Dinner
Direct Job Costs (i.e. Application Fees, Permit Fees, Special Mail, Etc.)	At Cost
Daily UAV (Drone) fee	\$250.00
Daily high-accuracy GPS fee	\$75.00
Daily UTV fee	\$150.00