

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on 17th day of June 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") Haley & Aldrich Inc., ("Consultant"), identified as an Incorporated and whose address is 2107 N. First St., Suite 380, San Jose, CA 95131. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide Geotechnical Engineering services for the Shannon Road Repair Project (CIP No. 811-0008).
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on June 3, 2025, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect upon execution to December 31, 2026. Consultant shall perform the services described in this agreement as described in Exhibit A.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's

services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$110,500**, inclusive of all costs. Payment shall be based upon Town approval of each task and fees for each task shall not be exceeded without written authorization from the Town.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

Email (preferred): AP@logatosca.gov

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor

and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its elected and appointed officials, employees, and, agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

- 3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a

Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

- 4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
- 4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- 4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.
- 4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.
- 4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:
- | | |
|---------------------|-----------------------------|
| Town of Los Gatos | Haley & Aldrich Inc. |
| Attn: Town Clerk | 2107 N First St., Suite 380 |
| 110 E. Main Street | San Jose, CA 95131 |
| Los Gatos, CA 95030 | |
- or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.
- 4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement,

unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

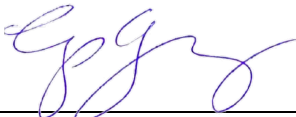
IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Director of Parks and Public Works

Town of Los Gatos by:

Haley & Aldrich Inc. by:

Chris Constantin, Town Manager



Phillip Gregory, Senior Principal

Recommended by:

Nicolle Burnham

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk



HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
925.935.9771

June 3, 2025
File No. 200301

Town of Los Gatos Parks and Public Works
Construction and Design Engineering Section
41 Miles Ave
Los Gatos, California 95030

Attention: Mr. Saurabh Nijhawan, PE
Senior Civil Engineer

Subject: Proposal for Geotechnical Engineering Services During Construction
Shannon Road Repair Project
Los Gatos, California

Dear Mr. Nijhawan:

Haley & Aldrich, Inc. (Haley & Aldrich) is pleased to submit this scope of work and fee estimate for Geotechnical Engineering Services During Construction for the Shannon Road Repair Project (CIP 20-811-0008), as requested by the Town of Los Gatos (Town). We developed this scope based on the Project's requirements, plans, specifications, and our experience providing similar services to public agencies.

In recognition of the Town of Los Gatos awarding Haley & Aldrich, Inc. both the Geotechnical Engineering and Construction Management contracts for the Shannon Road Repair Project, we are pleased to apply a 20% discount to our previously proposed not-to-exceed fee for Geotechnical Engineering Services during construction.

PROJECT UNDERSTANDING

The Shannon Road Repair Project (Project) involves reconstruction of approximately 1,300 LF of road between Santa Rosa Drive and Diduca Way, including installation of a soldier pile and lagging retaining wall, embankment stabilization, full-depth reclamation of pavement, drainage improvements, guardrail, and associated work. Our firm prepared the original geotechnical design report (dated 7 December 2020), so we are very familiar with the subsurface conditions and the Project's requirements. Based on this experience, we are uniquely qualified and prepared to serve as the Geotechnical Engineer of Record (GEOR) for the Project during the construction, if selected by the Town.

SCOPE OF SERVICES

Our proposed construction-phase geotechnical services include the following, with clarifying assumptions:

TASK 1 – Review and Comment on Contractor Questions, Submittals & RFIs

Haley and Aldrich licensed engineers (Sarah Khosravani, PE, and Chris Hockett, GE) will provide professional oversight and consultation during the pre-construction and construction phases of the Project. We will provide ongoing geotechnical review and consultation services on an as-needed basis, including:

- Responding to up to eight (8) geotechnical-related questions during the bidding phase.
- Reviewing and commenting on up to six (6) geotechnical-related submittals (e.g., retaining wall shoring plans, soldier pile and ground anchor submittals, backfill and drainage material submittals, etc.).
- Responding to up to four (4) geotechnical-related Requests for Information (RFIs).

Our scope for reviewing contractor questions, submittals and RFIs is limited to items directly related to the geotechnical aspects of the Project. Review of non-geotechnical submittals or RFIs is excluded. Additionally, this scope does not include the preparation of design addenda or revisions to plans and specifications.

Task 2 – Onsite Geotechnical Observation and Testing During Construction

We will provide geotechnical observation and testing services to: (1) document the contractor's work complies with the contract documents and geotechnical design recommendations; (2) assess that the contractor's means and methods are appropriate for site conditions; (3) assist in design modifications if geotechnical conditions differ from those anticipated; and (4) document the geotechnical aspects of construction. The Task 2 base scope includes:

- Observation of Retaining Wall and Soldier Pile Construction and Testing (assuming up to forty-five (45) full days on site):
 - Full-time geotechnical observation during pile drilling and installation.
 - Full-time observation during ground anchor installation and testing.
 - Intermittent observation during lagging installation.
- General Earthwork and Pavement (assuming up to twenty-two (22) full days on site):
 - Intermittent observation of earthwork, including excavation and backfill.
 - Subgrade approval for foundations and pavement.
 - On-call compaction testing and approval of backfill placement and pavement subgrade preparation.
 - Subgrade verification and compaction testing for full-depth reclamation of existing AC.
- Laboratory Services:
 - Laboratory compaction curves (proctor) of the fill materials (per ASTM D-1557). It is assumed that up to three (3) compaction curves will be performed.

The scope of services does not include concrete inspection, preparation of concrete test cylinders, or compression testing of cylinders. If additional laboratory compaction curves or other soil index testing for backfill, subgrade, or import material are required beyond what is included in the base scope, such

services will be performed only upon receipt of written authorization and will be billed following the attached Standard Fee Schedule.

We will coordinate our site visits with the Construction Manager (CM) to minimize unproductive time onsite. The levels of effort assumed for geotechnical observation and testing are outlined above and reflected in the attached cost estimate spreadsheet. Any time required beyond the assumed effort, due to the Project schedule, contractor methods, or other factors, will be considered out of scope and provided on a time-and-expense basis in accordance with the attached Standard Fee Schedule.

Task 3 - Meetings, GEOR Letter, and Project Management

Our base scope for professional services under this task includes participation in project meetings, reporting, and overall construction-phase project management support. Specifically, we will:

- Attend pre-construction and weekly construction meetings on an as-needed basis (up to 16 one-hour meetings with two team members).
- Prepare a final Geotechnical Engineer of Record (GEOR) letter at the close of construction documenting field observations, testing results, and conformance with the geotechnical recommendations.
- Provide ongoing contract administration and management support for this scope of work throughout the Project.

The levels of effort assumed for this task are indicated on the attached cost estimate spreadsheet.

BASIC CHARGES & LIMITATIONS

Based on the scope of work and assumptions outlined in this proposal, together with the attached cost estimation spreadsheet, we initially estimated the cost of our geotechnical services to be approximately \$137,587. However, in recognition of the Town of Los Gatos awarding Haley & Aldrich, Inc. both the Geotechnical Engineering and Construction Management contracts for the Shannon Road Repair Project, we are pleased to apply a 20% discount to our previously proposed fee for Geotechnical Engineering Services during construction.

Accordingly, our construction phase geotechnical engineering services will be provided on a **time-and-materials, not-to-exceed basis** in accordance with our "Standard Terms and Conditions, 2020" and the attached "Standard Fee Schedule, 2025." Our **not-to-exceed (NTE) budget is \$110,500.**

An approximate breakdown by task is presented below. All other terms, scope items, and conditions of our original proposal remain unchanged, except as modified herein.

Scope Item	Subtotals
Task 1 – Review and Comment on Contractor Questions, Submittals & RFIs	\$ 4,395
Task 2 – Onsite Geotechnical Observation and Testing During Construction	\$ 110,802
Task 3 - Meetings, GEOR letter, and Project Management	\$ 13,125
Reimbursable Expenses	\$ 9,265
<i>TOTAL:</i>	\$ 137,587
<i>NTE Budget for Geotechnical Engineering Services (20% Discount Applied for Award of Both CM and Geo Contracts)</i>	\$ 110,500

The fee estimates provided above and in the attached spreadsheet are based on assumed levels of effort, which we developed assuming a 90-day construction duration and our experience with similar projects. The actual level of effort required for onsite observation and testing will depend on factors beyond our control, including the contractor's schedule and efficiency, unforeseen subsurface conditions, design changes, retesting due to nonconforming work, and the frequency or duration of project meetings.

Out-of-scope geotechnical services will be performed on a time-and-expense basis in accordance with the attached Standard Fee Schedule. If the construction schedule, contractor methods, or project needs require additional time beyond what has been budgeted, or if consultation or meeting participation exceeds the assumptions outlined in this proposal, we will notify you and request a budget adjustment. We will not exceed the authorized budget without prior written approval.

Please note that the attached fee estimates are provided for budgeting purposes. Haley & Aldrich reserves the right to assign personnel based on technical requirements, staff availability, and project needs, which may differ from those shown in the fee estimate.

Benefits of Combined Geotechnical and Construction Management Services

Haley & Aldrich is also submitting a separate proposal for Construction Management (CM) services for the Project. Should the Town select us for both the CM and Geotechnical scopes, significant added value can be realized through enhanced coordination, more efficient scheduling of field activities and meetings, and streamlined communication between teams. A key advantage of this integrated approach is our ability to assign the same qualified field personnel to perform both geotechnical observations/testing and the technical inspection requirements of the CM scope.

CLOSURE AND AUTHORIZATION

All services provided by Haley & Aldrich represent professional opinions and recommendations based on generally accepted geotechnical engineering principles and practices. This warranty is exclusive and made in lieu of any other warranties, expressed or implied.

This proposal is valid for a period of 60 days from the date of this letter. Suppose acceptance and authorization to proceed are not received within that period. In that case, we reserve the right to renegotiate the estimated costs, schedule for completion, personnel commitments, and overall scope of services. We reserve the right to renegotiate fees for on-site monitoring services as well as those indicated on the "Fee Schedule" for services performed after January 1st, 2026.

We appreciate the opportunity to submit this proposal and look forward to continuing to work with you on this Project. If the scope and fee estimate outlined herein are acceptable, please sign and return a copy of this proposal. Should you have any questions or require further information, please contact us directly.

Sincerely yours,
HALEY & ALDRICH, INC.



Sarah Khosravani
Technical Expert



Chris Hockett
Technical Expert

This proposal, and the attached "Standard Terms and Conditions, 2020" and "Standard Fee Schedule, 2025", are understood and accepted:

TOWN OF LOS GATOS

By _____
(authorized signature)

By _____
(print or type name)

Title _____

Date _____

Attachments:
Standard Terms and Conditions, 2020
Standard Fee Schedule 2025

DESCRIPTION	STAFFING							ODC'S				
	Technical Expert	Project Manager	Sr. Technical Specialist	Staff Professional 2	Project Controls	Subtotal Hours	Subtotal Cost	Field Vehicle	Nuclear Density Gauge	Compaction Curve Testing	Direct Cost	Total Cost
	\$265	\$225	\$225	\$177	\$147			\$95/day	\$100/day			
TASK 1 – Review and Comment on Contractor Questions, Submittals & RFIs												
Up to 8 geotechnical-related questions (bidding phase)	1		4			5	\$ 1,165				\$ -	\$ 1,165
Up to 6 geotechnical-related submittals (construction phase)	1		6			7	\$ 1,615				\$ -	\$ 1,615
Up to 4 geotechnical-related RFIs (construction phase)	1		6			7	\$ 1,615				\$ -	\$ 1,615
Task 2 – Onsite Geotechnical Observation and Testing During Construction												
Full-time observation of Soldier Pile and Tieback installation and testing (45 days)				450		450	\$ 79,650	\$ 4,275			\$ 4,275	\$ 83,925
Intermittent observation of earthwork, excavation, and backfill compaction (20 days)				160		160	\$ 28,320	\$ 1,900	\$ 2,000		\$ 3,900	\$ 32,220
Subgrade approval for foundations and pavement (2 days)				16		16	\$ 2,832	\$ 190			\$ 190	\$ 3,022
Laboratory compaction testing of fill materials (up to 3)							\$ -			\$ 900	\$ 900	\$ 900
Task 3 - Meetings, GEOR letter, and Project Management												
Meetings	16			16		32	\$ 7,072				\$ -	\$ 7,072
Project Management		6			3	9	\$ 1,791				\$ -	\$ 1,791
GEOR Letter	2		4	16		22	\$ 4,262				\$ -	\$ 4,262
Subtotal Hours	21	6	20	658	3	-	-	-	-	-	-	-
Subtotal Cost	\$ 5,565	\$ 1,350	\$ 4,500	\$ 116,466	\$ 441	-	\$ 128,322	\$ 6,365	\$ 2,000	\$ 900	\$ 9,265	\$ 137,587
Not-to-Exceed Budget for Geotechnical Engineering Services (20% Discount Applied for Award of Both CM and Geo Contracts)												\$ 110,070

FEES FOR SERVICES

Fees for services will be based on the time worked on the project by staff personnel plus reimbursable expenses. The fee will be computed as follows.

1. Labor related fees will be computed based on personnel billing rates in effect at the time the services are performed. Personnel billing rates are subject to revision on, or about, 1 January and 1 July of each year. The hourly rates are fully inclusive of fringe benefits, burden, and fee. Current rates are provided in the table below.

<i>Classification</i>	<i>Hourly Rate</i>
<i>Project Support</i>	<i>\$122</i>
<i>Technician</i>	<i>\$125</i>
<i>Project Technician</i>	<i>\$135</i>
<i>Senior Technician</i>	<i>\$145</i>
<i>Project Controls</i>	<i>\$147</i>
<i>Staff Professional 1</i>	<i>\$158</i>
<i>Staff Professional 2</i>	<i>\$177</i>
<i>Project Professional</i>	<i>\$197</i>
<i>Technical Specialist</i>	<i>\$205</i>
<i>Project Manager / Senior Technical Specialist</i>	<i>\$225</i>
<i>Senior Project Manager / Technical Expert</i>	<i>\$265</i>
<i>Program Manager / Senior Technical Expert</i>	<i>\$339</i>
<i>Principal</i>	<i>\$360</i>
<i>Senior Principal</i>	<i>\$395</i>

2. Pre-trial conferences, depositions, and expert testimony will be billed at one and one-half (1.5) times the rates quoted above.
3. Second and Third Shift, Weekend, and Holiday hours will be billed at \$40/hour premium. Second and Third Shifts are those starting between 4 PM and 4 AM.
4. Field visits will be billed at 4-hour minimum; night shifts will be billed at 8-hour minimum. Cancellation of scheduled night shift within 24 hours will be charged the full 8 hours.
5. Direct non-salary expenses will be billed at our cost plus fifteen (15) percent, except for employee vehicle use which will be billed at IRS allowed mileage rates.
6. General project-related expenses such as mobile phone expenses (including mobile app fees); in-house reproduction; printing costs for reports, drawings, and other project records; mail and overnight document delivery; and long-term electronic and paper document storage will be billed as a general communication fee at a rate of four (4) percent of the labor charges.
7. Subcontractors will be billed at our cost plus fifteen (15) percent.
8. Equipment and laboratory testing will be billed at rates listed in the attached Equipment and Laboratory Rate Schedules, as applicable.

EQUIPMENT RATE SCHEDULE

AIR MONITORING EQUIPMENT	Daily	Weekly	Monthly
<i>Drager/Rae Sampling Kit (tubes not included)</i>	\$10	\$40	\$120
<i>Dust Monitor</i>	\$100	\$400	\$1,200
<i>Four-Gas Meter</i>	\$43	\$172	\$516
<i>Photoionization Detector - 10.6 or 11.7 eV</i>	\$70	\$280	\$840
FIELD TESTING	Daily	Weekly	Monthly
<i>Double Ring Infiltrometer</i>	\$250	---	---
<i>Field Supplies</i>	\$28	\$112	\$448
<i>Guelph Permeameter</i>	\$150	---	---
<i>Inclinometer Readings</i>	\$250	---	---
<i>Sand Cone Field Density Kit</i>	\$75	\$225	\$725
<i>pH Meter</i>	\$15	\$60	\$180
<i>Pile Load Testing (per test)</i>	\$1,500	---	---
<i>Plate Load Tester (per day)</i>	\$50	---	---
<i>Pit Box Test (per day)</i>	\$400	---	---
<i>Slug Test Kit (per day)</i>	\$350	---	---
<i>Wood Pile Load Testing (per test)</i>	\$250	---	---
SAMPLING EQUIPMENT	Daily	Weekly	Monthly
<i>Groundwater Sampling Bundle with Bladder Pump</i>	\$315	\$1,000	\$3,000
<i>Groundwater Sampling Bundle with Peristaltic Pump</i>	\$250	\$750	\$2,100
<i>Groundwater Sampling Bundle with Grundfos Pump</i>	\$350	\$1,100	\$3,100
<i>Rotohammer Drill</i>	\$100	\$400	---
<i>Soil Sampling or Tank Pull Equipment Bundle</i>	\$150	\$350	\$1,050
<i>Soil Vapor Sampling Bundle</i>	\$400	\$1,400	\$2,600
<i>Turbidity Meter</i>	\$20	\$80	\$240
<i>YSI Meter with Flow Cell</i>	\$100	\$400	\$1,200
WATER LEVEL METERS AND INTERFACE PROBES	Daily	Weekly	Monthly
<i>Barologger</i>	\$10	\$40	\$120
<i>Levelogger</i>	\$25	\$100	\$300
<i>Oil/Water Interface Probe</i>	\$50	\$200	\$600
<i>Water Level Indicator</i>	\$20	\$80	\$240
GEOTECHNICAL INSTRUMENTATION	Daily	Weekly	Monthly
<i>Cone Penetrometer</i>	\$15	\$60	\$180
<i>Crack Monitors - Electronic Datalogger</i>	---	\$120	\$360
<i>Dynamic Cone Penetrometer</i>	\$150	---	---
<i>Electronic Readout Box</i>	\$25	\$100	\$300
<i>Geokon LC-2 Single Channel Logger</i>	---	\$80	\$240
<i>Geokon - CR 800 Vibrating Wire Datalogger with Modem</i>	---	\$100	\$300
<i>Geokon GK 401 Vibrating Wire Readout Box</i>	\$50	\$100	\$300
<i>In-Place Inclinometer Rental</i>	---	---	\$1,250
<i>Modem</i>	---	---	\$250
<i>Nuclear Density Gauge</i>	\$100	\$300	\$900

EQUIPMENT RATE SCHEDULE (continued)

GEOTECHNICAL INSTRUMENTATION (continued)	Daily	Weekly	Monthly
Power System - Battery	\$5	\$20	\$60
Power System - Solar	\$15	\$60	\$180
Seismograph - Manual	\$75	\$225	\$725
Seismograph - Remote Units	\$100	\$275	\$825
Tiltmeter	---	\$150	\$450
Vibration and Sound Monitoring Station	\$125	\$325	\$925
VDV Web Service	---	---	\$200
UAS DATA ACQUISITION & PROCESSING	Daily	Weekly	Monthly
UAS Digital Imagery Equipment	---	\$200	\$800
UAS Digital Imagery w/Ground Control Package (UAS + GNSS)	---	\$300	\$1,200
UAS Hyperspectral Equipment	---	\$300	\$1,200
UAS Hyperspectral w/Ground Control Package (UAS w/HS + GNSS)	---	\$400	\$1,600
LiDAR SCANNING & PROCESSING	Daily	Weekly	Monthly
LiDAR Scanning Equipment (Terrestrial & Aerial)	\$400	\$1,600	---
LiDAR Equipment w/Ground Control Package (LiDAR + GNSS)	\$500	\$2,000	---
MISCELLANEOUS	Daily	Weekly	Monthly
Camera - Digital	\$10		
Decontamination Kit (each)	\$50	---	---
Field Truck (including fuel)	\$95	\$380	\$1,140
Generator	\$50	\$200	\$600
GeoTech Sample Jars 16 oz. (per box)	\$10	---	---
GPS Unit	\$150	\$600	\$1,800
Harness with Restraint Lanyard	\$40	\$160	\$480
Motorola CP200d Radio (pair)	---	\$35	\$140
Personal Protective Equipment - Level C (per person)	\$45	---	---
R/V Catalyst - 26 Ft Sampling Vessel	\$600	---	---
Research Nets	\$60	---	---
Sampling Tubing (roll)	\$20	---	---
Saximeter II	\$35	\$140	\$420
Sound Level Meter	\$50	\$200	\$600
Tool Trailer	\$300	---	---

LABORATORY RATE SCHEDULE

SOIL CLASSIFICATION AND INDEX TESTS	Unit Price
Atterberg Limits - 1 Point	\$125
Atterberg Limits - 3 Point	\$180
Grain Size - Hydrometer and Sieve Analysis	\$300
Grain Size - 200 Wash	\$100
Grain Size- Sieve Analysis (Standard Sample)	\$125
Grain Size - Sieve Analysis (Bulk Sample)	\$150
Grain Size - Hydrometer	\$175
Water Content	\$25
Organic Content	\$75
Specific Gravity	\$125
Visual Classification	\$15
SOIL MOISTURE-DENSITY TESTS	Unit Price
Bulk Density	\$100
California Bearing Ratio (CBR)	\$650
Proctor - 1 Point	\$120
Proctor - 4 Point	\$250
Proctor - 4 Point (Cohesive Soil)	\$300
SOIL CONSOLIDATION AND STRENGTH TESTS	Unit Price
Consolidation - Constant Rate of Strain (CRS)	\$650
Consolidation - Incremental	\$500
Unconfined Compression	\$100
Direct Simple Shear (DSS)	\$300
Cyclic Direct Simple Shear (CDSS)	\$650
Triaxial Compression - Isotropic Consolidation	\$500
Triaxial Compression - Ko/anisotropic Consolidation	\$800
Triaxial Compression - Unconsolidated	\$300
SURCHARGE RATES	Unit Price
Atterberg Limits Dry Prep	\$15
Atterberg Limits Organic Classification	\$40
Sample Preparation	\$120
Triaxial High Pressure (over 100 psi)	\$100
Tube Cut (per cut)	\$25
Tube Extrusion	\$100

Additional H&A Laboratory analyses, pricing, and rush rates available upon request.

1. INTRODUCTION. These Standard Terms and Conditions, together with the accompanying proposal and any attachments thereto ("Proposal"), constitute the Agreement between Haley & Aldrich, Inc., including its affiliates and subsidiaries ("Haley & Aldrich"), and the entity or person to whom the proposal is addressed ("Client") for the project at the project site ("Site") as may be referenced in the Proposal. Both parties agree that no third-party beneficiaries are intended by this Agreement, which is defined to include these Terms and Conditions and Haley & Aldrich's Proposal.
2. HEADINGS. The headings used in these terms and conditions are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions set forth herein.
3. PERFORMANCE OF SERVICES. Client agrees that Haley & Aldrich has been engaged to provide professional services only, and that Haley & Aldrich does not owe a fiduciary responsibility to Client. Haley & Aldrich's services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). No warranty, expressed or implied, is included or intended by this Agreement.
4. CLIENT RESPONSIBILITIES. Except as otherwise agreed, Client will secure the approvals, Site access, permits, licenses, and consents necessary for performance of Haley & Aldrich's services under this Agreement. Client shall provide Haley & Aldrich with a plan delineating the boundaries of the Site and all documents, reports, surveys, plans, drawings, information concerning known or suspected Site conditions, above and below ground, information related to hazardous materials or other environmental or geotechnical conditions at the Site, utility information and other information that is reasonably foreseeable to be pertinent to Haley & Aldrich's services under this Agreement. If Client is not the owner of the Site, Client will make all reasonable attempts to obtain these same documents and provide them to Haley & Aldrich. Unless otherwise agreed to in writing by Haley & Aldrich, Haley & Aldrich shall be entitled to rely on documents and information Client provides.
5. PAYMENT. Invoices will generally be submitted monthly. Payment will be due within thirty (30) days of invoice date. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month on the outstanding balance. In the event Haley & Aldrich must engage counsel to enforce overdue payments, Client will reimburse Haley & Aldrich for all attorney's fees and court costs.
6. INSURANCE. Haley & Aldrich will maintain: workers' compensation insurance as required under the laws of the state in which the services will be performed; commercial general liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; automobile liability insurance with a combined single limit of \$1,000,000 per occurrence; professional liability insurance in the amount of \$1,000,000 per claim and in the aggregate; and contractor's pollution liability insurance in the amount of \$1,000,000 per occurrence and in the aggregate.
7. OWNERSHIP OF DOCUMENTS AND AUTHORIZED USE. All documents and all processes created, prepared, or furnished under this Agreement by Haley & Aldrich are its instruments of service and all ownership and copyright rights of the same shall remain with Haley & Aldrich. Haley & Aldrich's instruments of service are prepared solely for Client and made available to Client only for the purpose set forth in the Proposal. Client may make and retain copies of Haley & Aldrich's instruments of service, opinions, or reports or otherwise related documents ("Instruments of Services") for the project at the Site. Any (1) reuse or modification of Haley & Aldrich's Instruments of Services without written verification or adaption by Haley & Aldrich for the specific purpose intended and/or (2) unauthorized use of, or reliance upon, Haley & Aldrich's Instruments of Services by any other party, or for any other project or purpose, except and unless Haley & Aldrich provides prior written authorization, shall be at Client's and/or any third party's sole risk and without any liability or legal exposure to Haley & Aldrich. Client shall indemnify, defend, and hold harmless Haley & Aldrich from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Client agrees that any such verification or adaptation of Haley & Aldrich's documents and processes shall entitle Haley & Aldrich to just and proper compensation.
8. CONFIDENTIALITY. Haley & Aldrich will hold confidential all business and technical information obtained or generated in performing of services under this Agreement. Haley & Aldrich will not disclose such information without Client's consent except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (3) compliance with any court order, statute, law, or governmental directive; and/or (4) protection of Haley & Aldrich against claims or liabilities arising from the performance of services under this Agreement. Haley & Aldrich's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

9. SUSPENSION OF WORK AND TERMINATION. Client may, at any time, suspend further work by Haley & Aldrich or terminate this Agreement. Suspension or termination shall be by written notice effective three (3) business days after receipt by Haley & Aldrich. Client agrees to compensate Haley & Aldrich for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants, and vendors. Client acknowledges that its failure to pay all invoices on time and in full, including accrued interest, may result in a suspension of services by Haley & Aldrich. In the event of a suspension of services due to Client's failure to pay all invoices on time and in full, Haley & Aldrich shall have no liability to Client for delay or damage to Client or others because of such suspension of services.
10. FORCE MAJEURE. Except for Client's obligation to pay for services rendered, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, unanticipated Site or subsurface conditions, pandemics, explosion, war, terrorism, request or intervention of a governmental authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation.
11. SUBSURFACE RISKS. Client shall disclose to Haley & Aldrich any known or suspected subsurface conditions, below ground structures, and information related to hazardous materials or other environmental or geotechnical conditions at the Site. Client recognizes that inherent risks occur in the exploration and evaluation of subsurface conditions. Even with the information the Client provides to Haley & Aldrich and a comprehensive sampling, testing and exploration program performed in accordance with the Standard of Care, certain underlying conditions and/or structures may not be identified, and Client agrees to accept this level of risk. Client agrees to indemnify and hold Haley & Aldrich, and each of their subcontractors, consultants, officers, directors, and employees (Haley & Aldrich) harmless against any and all claims, losses, liabilities or damages, direct or consequential, related to interference with subterranean structures, or other such subsurface conditions, substances, or features that are not called to Haley & Aldrich's attention in writing, shown on documents provided by Client, or could not be reasonably detected by exercising the Standard of Care.
12. HAZARDS AND HAZARDOUS MATERIALS.
 - 12.1 Disclosure of Hazards (Right to Know). Haley & Aldrich will take reasonable precautions for the health and safety of Haley & Aldrich's employees while at the Site. Client will obtain from Site owner, and others as applicable, and furnish to Haley & Aldrich, prior to Haley & Aldrich beginning services under this Agreement, all available information concerning Site conditions, including, but not limited to: subsurface conditions, oil, hazardous material, toxic mold and biological conditions, radioactive or asbestos material in, on or near the Site. If such a material or condition is discovered that had not been disclosed to Haley & Aldrich, then, upon notification, Client and Haley & Aldrich shall seek an equitable adjustment to be made to this Agreement. By authorizing Haley & Aldrich to proceed with the services, Client confirms that Haley & Aldrich has not created nor contributed to the presence of any hazardous substances at or near the Site. Client agrees to assume all liability and shall indemnify, defend and hold Haley & Aldrich harmless from any claims, losses, liabilities or damages arising out of (1) personal injury or death resulting from such hazardous material or condition and/or (2) a release of hazardous substances except to the extent the release was caused by Haley & Aldrich's gross negligence or willful misconduct in the performance of the services.
 - 12.2 Hazardous Materials. Before any hazardous or contaminated materials are removed from the Site, Client shall sign manifests naming Client as the Generator of the waste (or, if Client is not the Generator, Client will arrange for the Generator to sign the manifest). Client shall select the treatment or disposal facility to which any waste is taken. Haley & Aldrich shall not be the Generator, Owner, Arranger, Operator, nor will it possess, take title to, or assume any legal liability for any hazardous or contaminated materials at or removed from the Site. Haley & Aldrich shall not have responsibility for or control of the Site or of operations or activities at the Site other than its own. Haley & Aldrich shall not undertake, arrange for or control the handling, treatment, storage, disposal, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than laboratory samples it collects or tests (which shall be returned to Client for disposal). Client agrees to defend, indemnify and hold harmless Haley & Aldrich for any costs or liability incurred by Haley & Aldrich in defense of or in payment for any legal actions in which it is alleged that Haley & Aldrich is the Owner, Operator, Generator, Arranger, Treater, Storer or Disposer of hazardous waste. Capitalized terms used herein shall have the meanings assigned to them in RCRA and CERCLA.
13. DIFFERING SITE CONDITIONS. If, during the course of performance of this Agreement, conditions or circumstances are discovered, which were not contemplated or anticipated by Haley & Aldrich, or otherwise provided to Haley & Aldrich by the Client, at the commencement of this Agreement or which differ materially from those indicated in Haley & Aldrich's Proposal, Haley & Aldrich may notify Client in writing of the newly discovered conditions or circumstances, and Client and

Haley & Aldrich shall renegotiate, in good faith, the scope of work and terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Haley & Aldrich may terminate this Agreement.

14. SAMPLES. Samples of soil, rock, water, waste, or other materials collected from the Site may be disposed of sixty (60) days from sampling date unless Client advises otherwise in writing or unless applicable law requires their retention. Haley & Aldrich will dispose of such samples with a qualified waste disposal contractor. Client shall pay all costs associated with the storage, transport, and disposal of samples, and agrees to indemnify, defend and hold Haley & Aldrich harmless for any liability arising therefrom. If samples must be stored by Haley & Aldrich for longer than sixty (60) days from sampling date, Client shall pay all associated storage costs. Client recognizes and agrees that Haley & Aldrich is a bailee and assumes neither title to said waste or samples nor any responsibility as generator of said waste or samples.
15. ENGINEERING/CONSULTING SERVICES DURING CONSTRUCTION. Haley & Aldrich shall not, during construction Site visits, shop drawing review, or as a result of observations of construction work, supervise, direct, or have control over any contractors' means, methods, work sequences or procedures of construction selected by contractors. Haley & Aldrich shall not be liable for any of contractors' work, safety precautions or programs incident to contractors' work. Haley & Aldrich shall not have any liability whatsoever for any failure of contractors to comply with any laws, rules, regulations, ordinances, codes or orders. Haley & Aldrich neither guarantees nor warrants the performance of any contractors' work and does not assume responsibility for any contractors' failure to furnish any labor, materials, equipment or related work in accordance with any agreement or contract documents.
16. ADDITIONAL SERVICES. Haley & Aldrich's compensation hereunder shall be subject to adjustment to recognize any increase in costs due to additional services requested or authorized by Client. Such additional services shall include, but not be limited to, additions in the manner or method of Haley & Aldrich's performance of Services or due to changes in schedule or circumstances not solely caused by or under the control of Haley & Aldrich. These additional services shall be verified in writing by the parties and performed on the basis of mutually agreed rates, or other such basis agreed to by the parties.
17. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees, or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, punitive, exemplary or consequential damages arising out of or related to the services, whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise.
18. WAIVER OF PERSONAL LIABILITY. No officer, director, or employee of Haley & Aldrich shall bear any personal liability to Client for any injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the performance of services hereunder.
19. LIMITATION OF REMEDIES. To the fullest extent permitted by law, the total aggregate liability of Haley & Aldrich, its officers, directors, and employees to Client, and anyone claiming by, through, or under Client, including all authorized Relying Parties, as applicable, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Haley & Aldrich's services, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an aggregate amount of \$50,000 or Haley & Aldrich's fee, whichever is greater.

If Client prefers not to limit Haley & Aldrich's liability to this sum, Haley & Aldrich may increase this limitation upon Client's written request, provided that Client agrees to pay an additional fee agreed to by the parties. The additional fee is for the additional risk assumed by Haley & Aldrich and is not a charge for additional liability insurance.
20. DISPUTE RESOLUTION. If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. Except for payment matters, if a dispute is not resolved by these negotiations, the matter will be submitted to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. Except for payment matters or to preserve mechanics' lien rights, neither party will commence a civil action until after the completion of an initial mediation session.
21. LEGAL ACTION. All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the

Standard of Care, however denominated, shall be barred two (2) years from the day after completion of Haley & Aldrich's Services. Client agrees to compensate Haley & Aldrich for services performed in response to any legal action, subpoena, or court order arising out of or related to Haley & Aldrich's services under this Agreement at Haley & Aldrich's Standard Fee Schedule then in effect.

22. **TAXES.** Unless otherwise provided for in the scope of services, Haley & Aldrich's fee is exclusive of sales, use, or similar tax imposed by taxing jurisdictions on the amount of fees or services. Should such taxes be imposed, Haley & Aldrich will collect and remit any applicable sales taxes. Client's documentation of exemption from sales or use taxes, if any, must be provided to Haley & Aldrich prior to services being performed.
23. **SEVERABILITY.** If any of these Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
24. **SURVIVAL.** All Terms and Conditions contained herein shall survive the completion of Haley & Aldrich's services on this project or the termination of services for any cause.
25. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be solely governed, and construed and enforced, in accordance with the laws of the State or Commonwealth where the services are performed, without regard to its conflict of laws rules. Client agrees to submit and consent to the jurisdiction of the courts in that State or Commonwealth in any action brought to enforce (or otherwise arising from or relating to) this Agreement.
26. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the express written consent of the other.
27. **PRECEDENCE.** These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, right of entry, or like document.
28. **ENTIRE AGREEMENT.** **Client and Haley & Aldrich agree that all provisions of these Terms and Conditions were mutually negotiated and agreed upon, and that this Agreement represents the entire Agreement between the parties.** No modification or alteration of any provision of this Agreement shall be binding upon either Client or Haley & Aldrich, unless such modification or alteration is mutually agreed to, is in writing, and is signed by the party against whom such modification or alteration is sought to be enforced.

END OF TERMS AND CONDITIONS