



February 13, 2026

City of Madison
100 Hughes Road
Madison, Alabama 35758

Attention: Ms. Gina Romine, ADEM Compliance Administrator

Reference: **Environmental Consulting Services**
FY2026 Outfall Inspections and Illicit Discharge Screening
City of Madison Municipal Separate Storm Sewer System
Madison, Madison County, Alabama
NPDES Permit ALS000014
S&ME Proposal No. 25820114

Dear Ms. Romine:

S&ME, Inc. is pleased to submit this proposal for environmental consulting services related to outfall inspections for the City of Madison Municipal Separate Storm Sewer System (MS4). This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services.

◆ Project Information

The individual Phase II National Pollutant Discharge Elimination System (NPDES) Permit ALS000014 (Permit) for storm water discharges from the Madison MS4 was issued to the City of Madison with an effective date of November 1, 2020. NPDES Permit ALS000014 currently covers all urbanized areas within the corporate boundaries of the City of Madison.

Part II.B.3 of the individual Phase II NPDES Permit requires the City of Madison to conduct dry-weather screening of all major outfalls at least once every five years. The Madison MS4 Storm Water Management Program Plan (SWMPP), dated May 2023 requires screening of major outfalls in Priority Areas once every three years.

The initial round of outfall identification and screening conducted between Fiscal Year (FY) 2015 and FY2018 identified a total of 739 outfalls within the City of Madison. The second round of outfall inspections conducted between FY2019 and FY2023 identified a total of 797 outfalls within the City of Madison. The third round of outfall inspections will be conducted between FY2024 and FY2028. A map showing the areas delineated for inspection each fiscal year is attached as Figure 1.

The area identified for inspection during FY2026 corresponds to the area previously inspected during FY2021. The FY2021 inspections identified 170 outfalls to the Madison MS4, 14 of which are classified as major outfalls. A map showing the outfalls inspected during the 2021 fiscal year is attached as Figure 2. No sensitive/priority outfalls are located within the FY2026 area.



S&ME understands the City of Madison is requesting that S&ME perform inspections and screening on the 14 major outfalls previously identified within the FY2026 inspection area and on new outfalls constructed in the FY2026 inspection area since FY2021.

◆ Scope of Services

Outfall Inspections – Previously-Inspected Outfalls

S&ME will perform inspections and dry-weather IDDE screening on the 14 previously-inspected major outfalls within the FY2026 screening area, as shown on the attached Figure 2. S&ME personnel will inspect each existing major outfall and record the following data:

1. Outfall condition
2. Surrounding land use
3. Pictures of the outfall, with outfall identification shown in the picture
4. Changes to conveyance type, size, material, or shape

S&ME will perform the outfall inspections after a minimum of 72 hours without a rain event over 0.1 inch. Inspection data will be recorded on a modified version of the Outfall Reconnaissance Inventory Field Sheet to record field observations. The field sheet may be completed as a hardcopy or electronic format.

Outfall Inspections – New Outfalls

S&ME will perform inspections and dry-weather IDDE screening for known new outfalls (major or minor) constructed within the FY2026 screening area after the FY2021 inspection activities and identified during City activities (e.g., plan review, final inspection, complaint resolution, etc.). To locate the known new outfalls, S&ME will require coordinates or other location data from the City of Madison.

If a previously-unidentified outfall is observed during the FY2026 outfall inspections, S&ME will also perform inspection and dry-weather IDDE screening for that outfall.

S&ME personnel will inspect each newly-constructed or newly-identified outfall and record the following data:

1. Outfall coordinates
2. Conveyance type (ditch, culvert, pipe, etc.)
3. Conveyance shape
4. Conveyance size (pipe diameter, ditch width and depth, box culvert dimensions, etc.)
5. Conveyance material (RCP, PVC, CMP, etc.)
6. Outfall condition
7. Outfall elevation
8. Surrounding land use
9. Pictures of the outfall, with outfall identification shown in the picture



S&ME will perform the outfall inspections after a minimum of 72 hours without a rain event over 0.1 inch. Inspection data will be recorded on a modified version of the Outfall Reconnaissance Inventory Field Sheet to record field observations. The field sheet may be completed as a hardcopy or electronic format.

Following the completion of the FY2026 outfall inspection activities, S&ME will evaluate each newly-identified outfall within the FY2026 screening area to determine if it is a major or minor outfall as defined in the 2020 MS4 permit. To complete the classification activities, S&ME may require information on zoning, storm sewer mapping, and drainage basins from the City.

Dry-Weather Field Screening

If dry-weather flow is observed at an inspected outfall, S&ME personnel will evaluate the physical indicators of the discharge. S&ME personnel will also perform field screening for the following parameters using portable meters or kits:

- Ammonia
- Chlorine
- pH
- Temperature

Laboratory Analysis

If the initial field observations or field screening results indicate a suspect discharge, field crews will collect samples to be analyzed for the following parameters:

- Ammonia
- Fluoride
- Total Phosphorous
- Potassium
- MBAS (Surfactants) / Detergents

Samples collected for laboratory analysis will be containerized in laboratory-supplied containers, labeled, and placed in a cooler with ice. New disposable latex or Nitrile gloves will be used when transferring samples to containers. Samples will be shipped or delivered to a qualified laboratory under chain-of-custody. Please note that the detergents/surfactants analysis has a 48-hour laboratory hold time.

Reporting

S&ME will provide the completed field sheets, the GIS project file showing outfall locations and stream lines, photos, laboratory analytical reports, and additional information collected during the outfall inspections to the City of Madison ADEM Compliance Manager for entry into the City's GIS database. The collected information and laboratory analytical reports will be provided following the end of each phase of field activities.

If an illicit discharge is identified based on laboratory analysis, the collected information for the outfall will be submitted to the City of Madison ADEM Compliance Manager following receipt of the analytical results by S&ME.



If an obvious illicit discharge is encountered during field activities, the ADEM Compliance Manager will be notified at the time of the inspection.

Summary Letter

S&ME will provide a summary letter of assessment activities, outfall inspections, laboratory analysis, and field sheets following completion of field assessment activities.

◆ **Client Responsibilities**

To perform the Scope of Services listed above, S&ME will require the following:

- Site access and notification of the public where necessary
- Delineated catchment areas for each outfall in GIS shapefile format (if available)
- Storm sewer mapping in GIS shapefile format
- Zoning maps in GIS shapefile format
- Coordinates of new outfalls identified during City activities (e.g., plan review, final inspection, complaint resolution)

◆ **Excluded Services**

Without attempting to be a complete list or description, the following services are specifically excluded from this proposal:

- Plan review to locate outfalls not previously identified during the FY 2021 screening
- Investigation of potential illicit discharges
- Corrective actions and/or enforcement measures
- Survey of existing storm water infrastructure or features other than outfalls
- Data entry into the City of Madison GIS

◆ **Schedule**

S&ME anticipates that field activities will take approximately three days to complete; however, the total time necessary to perform the outfall inspection services may vary due to field conditions, the number of newly-constructed outfalls identified by the City, the number of suspect illicit discharges screened, the number of samples collected, and the time of year. Given the short hold time for some of the laboratory analyses, field activities will not be conducted on Fridays. Due to the requirement that outfall inspection activities be conducted during extended periods of dry weather, field activities may be spread out into multiple phases over several weeks.



S&ME will notify the City of Madison ADEM Compliance Manager prior to each phase of field activities. Following the completion of each phase, S&ME will update the ADEM Compliance Manager on the number of outfalls inspected, the number of samples collected, and the number of suspected illicit discharges.

◆ Compensation

Compensation for our services will be based on the actual time and expenses incurred in accordance with the attached Fee Schedule. Based on our understanding of the scope of services outlined above, S&ME estimates the following budget:

Activity	Budget	No. Units	Total
Outfall Inspections (Major and New Only)	\$3,440 per day	3 days	\$10,320
Suspect Discharge Field Screening	\$180 per outfall	3 outfalls	\$540
Suspect Discharge Laboratory Analysis	\$390 per outfall	3 outfalls	\$1,170
Reporting and Summary Letter	\$5,900	1 submittal	\$5,900
TOTAL ESTIMATED BUDGET			\$17,930

Please note that the total estimated budget assumes no more than three dry-weather flows and no more than three suspect discharges will be encountered during stream walking activities. The actual numbers of flows screened and/or sampled may vary.

The total proposed budget will not be exceeded without prior authorization from you. Any additional activities, required or requested, will be accomplished on a negotiated basis.

◆ Authorization

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign and return both copies to our office in the self-addressed stamped envelope. Upon receipt of the signed agreement, we will execute both copies, return one to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.



◆ Closing

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the City of Madison and S&ME. Use of this proposal and corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME.

S&ME appreciates the opportunity to offer our services to the City of Madison for this project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

S&ME, Inc.

Handwritten signature of Sarah L. Yeldell in blue ink.

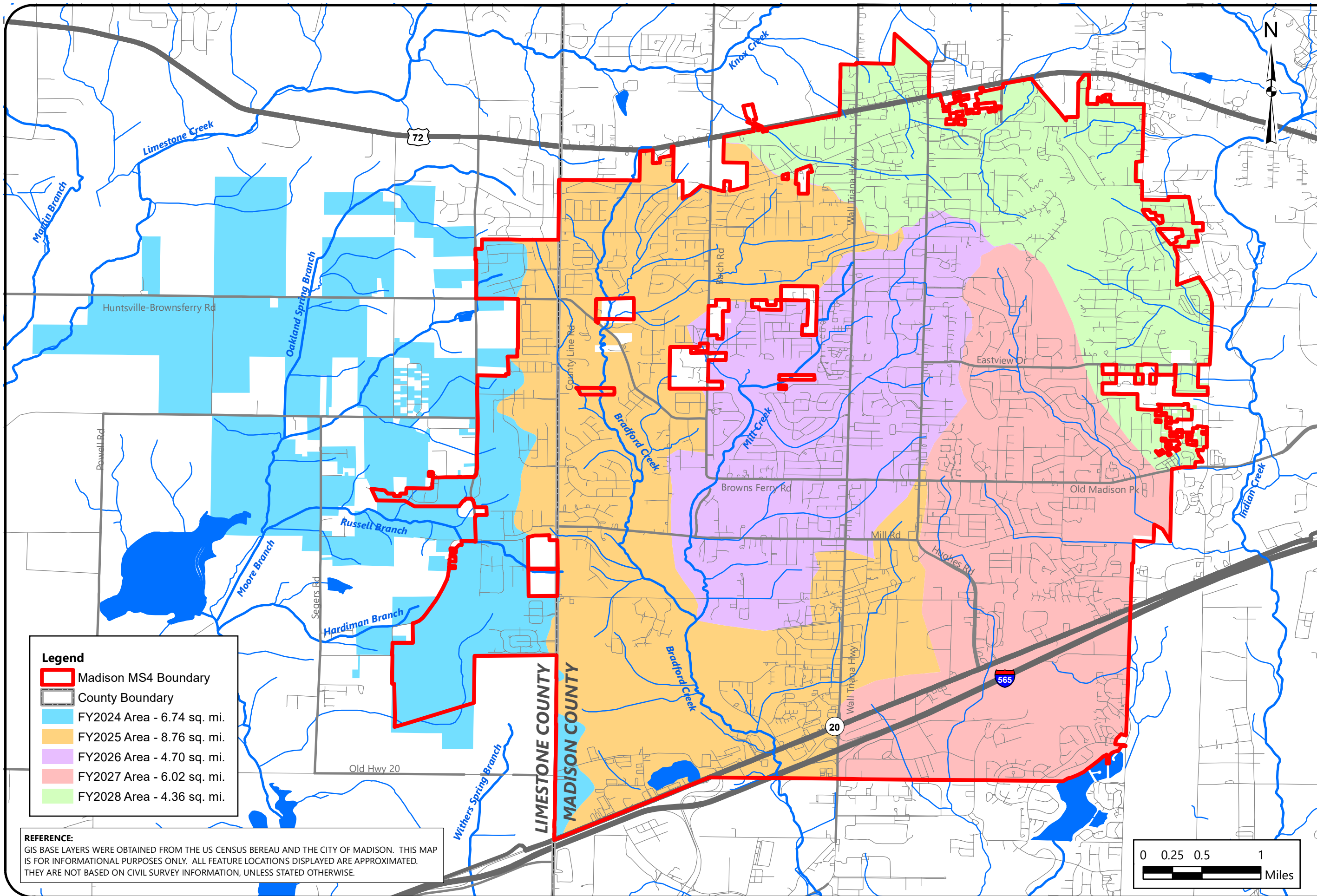
Sarah L. Yeldell, P.E.
Project Engineer

Handwritten signature of Deborah J. Jones in blue ink.

Deborah J. Jones, P.E.
Senior Engineer

Attachment: Figure 1 Outfall Inspection Schedule (FY2024-FY2028)
Figure 2 FY2026 Outfall Inspection Area
Environmental Services Fee Schedule
Agreement for Services (AS-071)

Attachments



Legend

- Madison MS4 Boundary
- County Boundary
- FY2024 Area - 6.74 sq. mi.
- FY2025 Area - 8.76 sq. mi.
- FY2026 Area - 4.70 sq. mi.
- FY2027 Area - 6.02 sq. mi.
- FY2028 Area - 4.36 sq. mi.

REFERENCE:
 GIS BASE LAYERS WERE OBTAINED FROM THE US CENSUS BUREAU AND THE CITY OF MADISON. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.



OUTFALL INSPECTION SCHEDULE - FY2024 TO FY2028

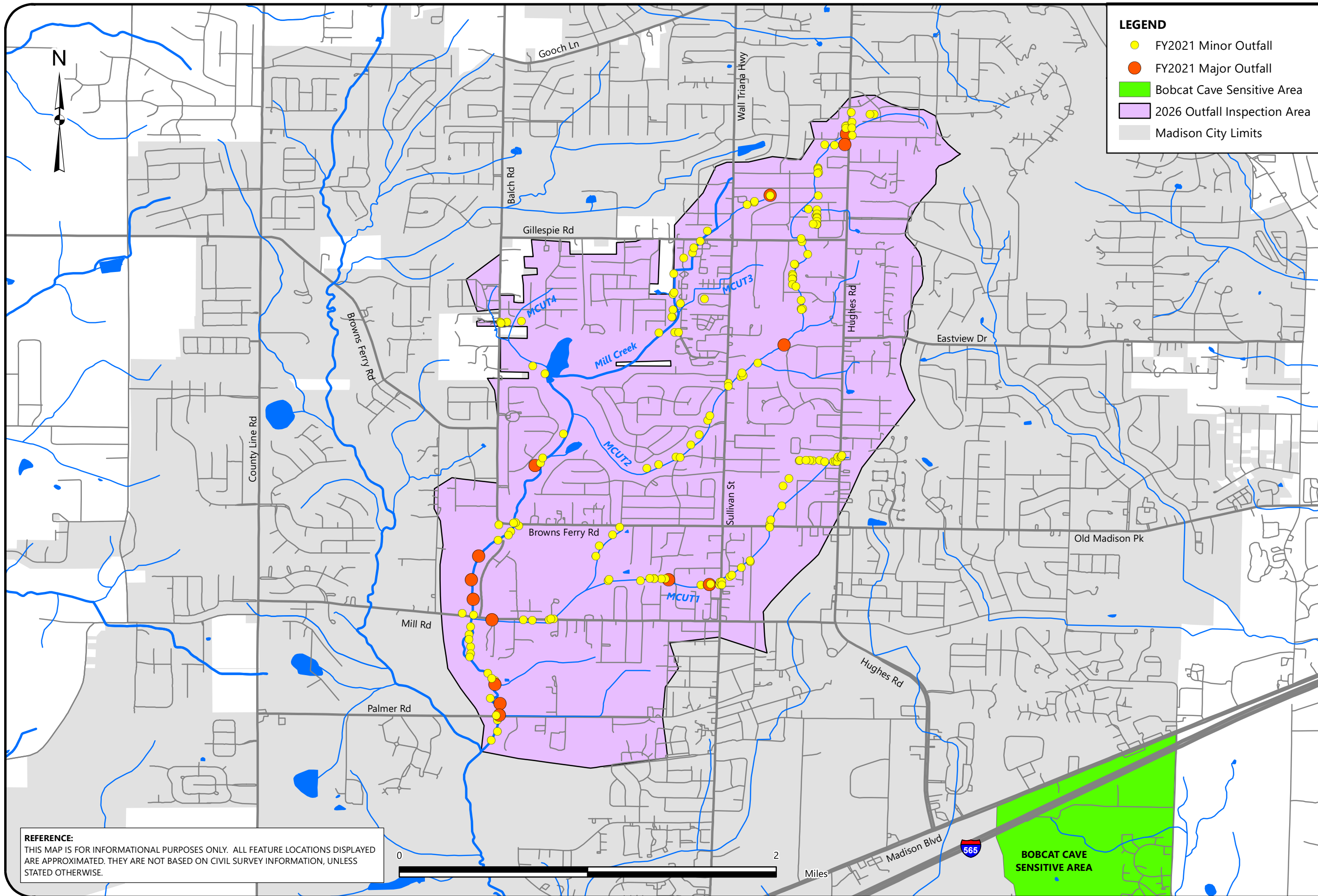
CITY OF MADISON, ALABAMA MUNICIPAL SEPARATE STORM SEWER SYSTEM
 NPDES PERMIT NO. ALS000014

SCALE:
 1:48,000

DATE:
 12/1/2025

PROJECT NUMBER
 25820114

FIGURE NO.



LEGEND

- FY2021 Minor Outfall
- FY2021 Major Outfall
- Bobcat Cave Sensitive Area
- 2026 Outfall Inspection Area
- Madison City Limits

PROPOSED FY2026 OUTFALL INSPECTION AREA

MUNICIPAL SEPARATE STORM SEWER SYSTEM
CITY OF MADISON, ALABAMA

SCALE:
1:30,000

DATE:
12/1/2025

PROJECT NUMBER
25820114

FIGURE NO.

REFERENCE:
THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.



Environmental Services 2025 Unit Rate Fee Schedule

LABOR CATEGORY	UNIT	RATE
Principal Engineer, Geologist, Scientist (P6)	per hour	\$260.00
Senior Engineer, Geologist, Scientist (P5)	per hour	\$225.00
Project Engineer, Geologist, Scientist (P4)	per hour	\$190.00
Project Engineer, Geologist, Scientist (P3)	per hour	\$165.00
Staff Professional (P2)	per hour	\$130.00
Staff Professional (P1)	per hour	\$120.00
Environmental Technician	per hour	\$95.00
CAD Operator (C3)	per hour	\$120.00
Administrative Support (S3)	per hour	\$115.00
UNIT RATE CATEGORY	UNIT	RATE
Travel Expenses	Cost +	20.00%
Supplies, Equipment, Materials & Shipping	Cost +	20.00%
pH Meter	per day	\$30.00
Conductivity Meter	per day	\$30.00
Chlorine Meter	per day	\$30.00
Ammonia Kit	per day	\$10.00
Oil-Water Interface Probe	per day	\$65.00
Dissolved Oxygen Meter	per day	\$20.00
Field Tablet	per day	\$80.00
Field Computer	per day	\$20.00
Flow-thru Cell and Meter	per day	\$175.00
Multi-Parameter Water Quality Meter	per day	\$100.00
Turbidity Meter	per day	\$55.00
GPS Unit (Sub-Meter Accuracy Capability)	per day	\$160.00

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:

CLIENT Accounts Payable contact phone number:

CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE**: Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY**: Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES**: In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **INSTRUMENTS OF SERVICE**: In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS**:
 - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
 - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
 - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.
 - (g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION:**

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: City of Madison _____

S&ME, Inc.

BY: _____
(Signature)

BY: _____
(Signature)

(Print Name / Title)

(Print Name / Title)

DATE: _____

DATE: _____

PROPOSAL NUMBER: 25820114 _____

Client's FAXED or DIGITAL signature to be treated as original signature