



Master Services Agreement (North America)

Reference no: [Enter reference number]

This Master Services Agreement (hereinafter "Agreement") is effective this 1st day of April 2025, ("Effective Date") between [Select item] (hereinafter "GHD") and City of Orland (hereinafter "Client") (which are collectively referred to as the "Parties" or individually as a "Party").

Premises:

- I. GHD specializes in providing professional services which include, without limitation, engineering, design, consulting, remediation, emergency response, construction phase services and other professional services to companies such as Client.
- II. Client desires to hire GHD to provide such services to Client at various times and places and GHD desires to provide such services to Client.
- III. Whenever Client desires to hire GHD to perform such services, such services will be described in a project specific Work Authorization that will be subject to the terms of this Agreement.

In consideration of the foregoing premises and mutual promises set forth herein, the Parties agree as follows:

1. Scope of work.

- (a) Pursuant to the terms and subject to the conditions of this Agreement, from time to time, Client may request that GHD perform certain services set forth in a Scope of Work which will be described in a written work authorization in the form attached as Exhibit "A" to this Agreement or as the Parties otherwise agree (a "Work Authorization"). GHD will undertake services only upon execution of a Work Authorization.
- (b) Each Work Authorization will be subject to the terms and conditions of this Agreement. Except for the information included in each Work Authorization, GHD and Client will look solely to this Agreement for all terms and conditions relating to the performance of the services. Each Work Authorization will constitute and be construed as a separate agreement between the Parties and will apply only to the services referenced in such Work Authorization. To the extent there is any conflict between the provisions of this Agreement and a Work Authorization, the terms of this Agreement shall control the rights and obligations of the Parties, unless a properly executed Work Authorization expressly amends and supersedes this Agreement.
- (c) GHD shall perform the services set forth in the Scope of Work contained in a Work Authorization. It is understood that the services will be based on facts known and laws in place at the time of execution of each Work Authorization. Each Party will promptly inform the other in writing if facts are discovered that indicate that Scope of Work may need to be modified. If there is a change in law or project assumptions which materially affect either Party's obligations hereunder, upon receiving or providing the notice described above, the Parties shall execute an amendment which will include, at a minimum, a description of the proposed modifications and their effect on the scope, fees, and timelines specified in the Work Authorization (an "Amendment").
- (d) Time for performance of the services will be agreed upon at the time of each Work Authorization and set forth therein. If no specific periods of time or specific dates for providing services are specified in a Work Authorization, GHD's obligation to render services under such Work Authorization will be for a period that may reasonably be required for the completion of said services.

2. Changes in the services.

- (a) Except for additional services required due to the fault of GHD, any change to the scope, schedule, extent, or character of the services shall be set forth in a written Amendment to the Work Authorization which is agreed upon and signed by GHD and Client.
- (b) Unless otherwise provided herein, GHD shall not be required to perform any additional services unless the Amendment sets forth the scope of the additional services and any adjustment in compensation for, and/or the time to perform, such additional services.
- (c) GHD shall also be entitled to an Amendment setting forth an equitable adjustment to its compensation, based on standard rates for professional services and expenses, if any information provided by, or on behalf of, Client is not complete and/or accurate or, as a result of the services performed hereunder, GHD or any GHD employees are required to give evidence before, or provide any information to, a court or other competent authority.

- (d) GHD shall have no liability for any delay, and the services completion date shall be extended by the equivalent time, associated with Client's delay in executing an Amendment.
- (e) If the Work Authorization includes providing professional services in respect of one or more incidents of a spill, leak, discharge, emission, deposit, dumping, throwing, seeping, spraying, injection or addition into the environment of any pollutant or toxic substance at one or more locations identified by Client (the "Emergency Services"), the terms of Addendum 1 attached hereto and made a part of it for all purposes by this reference, shall apply.

3. Payment for services.

- (a) For services performed, unless the applicable Work Authorization provides for a lump sum, unit price, or fixed fee basis, Client will pay GHD on a time and expense basis, and subject to the following:
 - (i) Services shall be charged at the hourly rates indicated in GHD's "Fee Schedule" in effect at the time the Services are performed. The Fee Schedule is attached to this Agreement as Exhibit "B" and made a part of it for all purposes by this reference, until it is revised. The Fee Schedule is subject to revision on a periodic basis, following notice to Client. The personnel rates in the Fee Schedule are all-inclusive, including overhead and profit.
 - (ii) GHD shall be reimbursed for all reasonable expenses actually incurred in connection with the services, plus reasonable markup as specified in the Fee Schedule and/or Work Authorization, plus reasonable travel and living expenses of GHD staff; communication and technology charges; printing and reproduction costs; photographic expenses; advertising for bids; special delivery and express charges; and costs of providing and maintaining site offices, supplies, and equipment.
 - (iii) For services performed or goods supplied by GHD's subcontractors, Client shall pay GHD for the cost of such services or goods plus markup, as set forth in the Work Authorization.
- (b) For services rendered on a lump sum, unit price, or fixed fee basis, Client shall pay GHD for services that are rendered on a percentage complete, or task complete basis as specified in the applicable Work Authorization. The fees are all-inclusive, including overhead and profit, and apply to all labor.
- (c) Unless otherwise agreed, GHD will invoice Client monthly for services completed. Payment of GHD invoices shall be due upon receipt by Client. Invoices not paid within thirty (30) calendar days shall be subject to an assessed interest charge of eighteen percent (18%) per annum or the highest amount allowed by law, whichever is less. If Client disputes an invoice, Client shall notify GHD in writing within thirty (30) calendar days of the invoice date identifying the cause of the dispute and paying that portion of the invoice not in dispute. Failure of Client to notify GHD of any disputed amounts within the specified time shall deem the invoice accepted by Client. Interest shall not accrue on any disputed amount.
- (d) GHD reserves the right without penalty to suspend performance of services in the event Client fails to pay all amounts which are not subject to a bona fide dispute within forty-five (45) calendar days from the invoice date. All suspensions shall extend the completion date of any affected project commensurately unless otherwise agreed to by the Parties.

4. Insurance. GHD agrees to carry throughout the term of this Agreement insurance policies of the following types and with the following limits, unless otherwise agreed in writing, and will provide certificates of insurance upon request to evidence such insurance:

- (a) Workers compensation – statutory;
- (b) employer's liability – \$1,000,000 per accident/disease/employee (US only);
- (c) automobile liability – \$1,000,000 combined single limit;
- (d) commercial general liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate; and
- (e) professional liability – \$1,000,000 per claim and \$2,000,000 in aggregate.

5. Documents and data.

- (a) Client shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, documents, site information, and other information furnished by Client to GHD pursuant to each Work Authorization ("Client Data"). Client warrants that it owns all rights to, or otherwise has rights to use and disclose, Client Data required to meet Client obligations set forth herein. Client agrees to grant and hereby grants to GHD a non-exclusive, royalty-free, license to use Client Data and perform all acts with respect to Client Data as necessary to perform the Scope of Work. GHD shall have no obligation to validate the contents of Client Data for content, accuracy, usability or for any other purpose..

- (b) Client acknowledges that project or site information previously prepared by Client (or by a third party on Client's behalf) to GHD personnel not engaged in the provision of the services hereunder, shall not be deemed to have been provided to or known by GHD personnel that are engaged in the provision of the services hereunder.
- (c) Client shall review any reports, plans, designs, drawings, specifications, bids, proposals, and any other work prepared or furnished by GHD under this Agreement (the "Work Product") before it is finalized. Client shall make decisions within a reasonable time and carry out its other responsibilities in a timely manner so as not to delay the services. Client shall give prompt written notice to GHD whenever Client observes or otherwise becomes aware of any failure by GHD to provide services that meet the standard of care established in this Agreement.
- (d) At the request of GHD, Client shall provide GHD with the following information (which shall also be considered "Client Data") to the extent such information is in Client's possession and is pertinent to the Scope of Work, as determined by GHD:
 - (i) all criteria and full information as to Client's requirements; copies of all design and construction standards which Client will require to be included in GHD's work; copies of Client's standard terms, conditions, and related documents for GHD to include in bidding documents, when applicable; and
 - (ii) any other available information pertinent to the project, including, without limitation, reports and data relative to previous designs or investigations; environmental, geological, and geotechnical conditions of the project site and all surrounding areas at or adjacent to the project site; and insofar as such information is not available, Client will pay GHD for the reasonable cost of obtaining such information.
- (e) If applicable to the Scope of Work, Client shall be responsible for providing information, to the extent such information is within Client's possession, (which shall also be considered "Client Data") regarding the location of all known subsurface structures including but not limited to pipes, tanks, sewer, and utilities (power, phone, cable, gas, water, etc.).
- (f) If the Scope of Work includes subsurface digging, drilling, or other invasive work, upon GHD's review of Client Data, if any, and compliance with any notice requirements to all utilities concerning the possible location of underground utilities, and following any on-site marking or notification in writing to GHD from such utilities, in addition to other indemnity provisions in this Agreement, to the extent not prohibited by law, Client shall release GHD from and defend, indemnify, and hold GHD harmless from and against all costs, liability, loss, and expense whatsoever (including, without limitation, consequential or indirect damages, attorneys' fees, court costs, and expenses) arising out of the subsurface work, to the extent such work causes or contributes to: (i) any disruption of service to users or damage for business interruption, production losses, or loss of revenues, profits, data or use; (ii) any damage to or destruction of any subsurface structure; (iii) any injury or damage to property or injury to or the death of any persons; (iv) any other damage, loss, or liability whatsoever; or (v) the assertion or filing of any claim, cause of action, or judgment whatsoever relating to such matters, unless such damage results from GHD's negligence, recklessness, or willful misconduct.
- (g) Client agrees that GHD may use the Client Data to add insight, analytics, and data science to the Services and/or to provide or suggest additional solutions or services to Client. Client acknowledges and agrees that GHD may store Client Data on a cloud computing service (e.g., Microsoft Azure, Amazon Web Services, etc.) and which may be transmitted to or stored outside the Country of origin, subject to applicable laws.
- (h) Client acknowledges and agrees that GHD may obtain and aggregate technical and other data related to the services, that is: (i) is anonymized and presented in a way which does not reveal Client's identity; and (ii) may be combined with historical or recent data and information of other clients or additional data sources ("Aggregated Data"). Client agrees that all right, title, and interest in Aggregated Data, including all intellectual property rights, are hereby assigned to and owned solely by GHD. GHD may reproduce, distribute, display, make publicly available, and otherwise use the Aggregated Data for any business purpose, during and after the term of this Agreement.

6. Confidentiality. During the term of this Agreement and for a period of two (2) years thereafter (and in the case of trade secrets, until such time as the trade secret no longer qualifies for protection as such under applicable law). GHD shall not disclose any Confidential Information relating to Client to any third parties other than employees, subcontractors, or agents of GHD without the prior written consent of Client, except as required by applicable law, regulation, or legal process, or as may be required by emergency situations. "Confidential Information" includes, without limitation, whether received from or on behalf of the Client, whether marked or not; (i) any information constituting a trade secret under applicable law, (ii) non-technical information relating to the

past, present or future business affairs of the Client such as pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, future business plans, (iii) technical information including patent, copyright, trade secret, and other proprietary information. In the event GHD is requested pursuant to, or required by applicable law, regulation, or legal process to disclose any Confidential Information, GHD will notify Client of the circumstances requiring such disclosure and will refrain from such disclosure for the maximum period of time allowed by law so that Client may seek a protective order or other appropriate remedy to protect any Confidential Information. This provision shall not apply to data or information which (i) is or becomes part of the public domain other than as a result of disclosure by GHD; (ii) was acquired by GHD independently from third parties not under any obligation to Client to keep such data and information confidential; (iii) was in GHD's possession prior to disclosure of the same by Client; or (iv) has been independently developed by GHD, or its employees, subcontractors, or agents.

7. Independent contractor and subcontracting. The Parties acknowledge and agree that GHD shall be an independent contractor and shall have responsibility for and control over the means of providing the services. GHD shall have the right to use subcontractors as GHD deems necessary to assist in the performance of the services. GHD shall not be required to employ any subcontractor that is unacceptable to GHD.

8. Site access and safety. Client shall provide right of entry and safe access and necessary permissions for GHD, its representatives, and its subcontractors to perform the services. GHD shall only be responsible for the activities of its own employees and agents on a project site with respect to safety. GHD, its representatives, and its subcontractors will comply with all reasonable known security, health, and safety requirements of the project site owner which may be imposed upon GHD as a condition of its right-of-entry. If access to the project site is required to perform the services and such access does not comply with applicable Client approved safety plans, regulations and/or laws, GHD may, at its sole discretion, suspend services until such violations are remedied.

9. Hazards, materials, and samples.

- (a) Unless otherwise stated in a Scope of Work, GHD shall have the primary responsibility of determining if known or potential health or safety hazards exist on or near the project site upon which services are to be performed by GHD or its subcontractors. Client warrants that it will make full and accurate written disclosure to GHD as to any hazardous, radioactive, or toxic substance, or any irritant, contaminant, pollutant or otherwise dangerous substance or condition ("Hazardous Conditions") which Client knows or has reason to believe exist at each project site prior to the commencement of the services.
- (b) If Hazardous Conditions are discovered by GHD during the performance of the services which it could not have reasonably discovered prior to the commencement of the services and if the existence of such Hazardous Conditions materially changes the nature or performance of the services or responsibilities at the project site, Client and GHD shall execute an Amendment to address such changes. If the parties are unable to agree on an Amendment within thirty (30) calendar days, the Work Authorization may be terminated by GHD in accordance with the termination provisions of this Agreement. The Parties expressly agree that, under otherwise specified in the Scope of Work, the discovery of the presence of mold, asbestos, or lead-based paint will constitute a changed condition enabling GHD in its sole discretion to terminate its provision of services if GHD and Client are unable to renegotiate the Scope of Work in a timely manner. GHD will notify Client as soon as practicable should GHD encounter unanticipated hazardous or suspected hazardous materials or conditions.
- (c) GHD and Client recognize and agree that GHD has neither created nor contributed to the existence of any Hazardous Conditions at any project sites, and as such, GHD has no responsibility in relation to the presence of any such Hazardous Conditions. Accordingly, in the event of any claim against GHD arising out of any actual or alleged Hazardous Conditions on a project site, Client agrees to defend, indemnify, and hold GHD harmless from such claim(s) against GHD or its employees, agents, directors, officers, or subcontractors, unless such claims arise out of the gross negligence or willful misconduct of GHD. This indemnity obligation shall cover, without limitation, any claims against or liability of GHD in relation to preexisting conditions on the project site, any statutory liability, and/or any strict liability under any federal, state, provincial, and/or local environmental laws alleging or asserting, without limitation, that GHD, by virtue of status as an owner, operator, handler, generator, arranger, transporter, treater, storer, or disposer, is liable for any Hazardous Conditions.
- (d) In the event GHD performs sampling on behalf of Client, GHD shall preserve such samples obtained from the project site as it deems necessary for the project, but not longer than 45 calendar days after the issuance of any document that includes data obtained from such samples. GHD shall arrange for the disposal of samples on behalf of the Client, which may consist of returning the samples to the project site and Client agrees to pay GHD for the cost of disposing of such samples. Samples shall remain the property

of Client, and ultimate responsibility for their disposal shall remain with Client. Unless otherwise stated in a Scope of Work, GHD shall not assume title to any samples taken on behalf of Client.

- (e) Client may choose to engage GHD to manage or move Hazardous Conditions either on site, off site, or both. However, Client understands that whether or not it engages GHD in this manner, Client's status as owner or operator of the project site, or as handler, generator, arranger, treater, storer, disposer, or transporter of Hazardous Conditions shall not be transferred in any way to GHD unless specifically agreed to in writing. Client agrees that GHD shall not be deemed to be an owner or operator of the project site at any time. Client shall remain ultimately responsible for all applicable federal, state, provincial, or local laws and agency reporting requirements in relation to such Hazardous Conditions.
- (f) Client acknowledges that GHD may have legal obligations with respect to public health and safety and will cooperate with GHD to help ensure compliance with these obligations. If GHD discovers or identifies conditions for which it reasonably believes Client is legally required to provide notice to a public agency, it shall so advise Client and give Client the first opportunity to provide such notification. In any event, GHD shall have the right to report the presence of any contaminant to public agencies having jurisdiction if it reasonably believes that it is required by law to do so.

10. Standard of care. GHD represents that the services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of GHD's profession practicing under similar circumstances at the same time and in the same locality. No warranties, guaranties, or representations of any kind, either express or implied, are included or intended by this Agreement or in any proposal, contract, report, opinion, or other document in connection with any project hereunder. Upon receipt of notice from Client, GHD shall promptly correct, without additional compensation, any services which fail to conform to the standard of care established in this Section.

11. Indemnity and liability.

- (a) Subject to the limitations of Section 11(d) and 11(e) below, GHD agrees to indemnify and hold harmless Client (including its officers, directors, and employees) from and against losses, damages, liabilities, and expenses (including reasonable legal fees and reasonable costs of investigation) to the proportionate extent caused by: (i) the failure of GHD to comply in material respects with federal, state, provincial, and local laws and regulations applicable to the services; (ii) a breach by GHD of this Agreement; or (iii) the negligence or willful misconduct on the part of GHD in performing the services.
- (b) Subject to the limitations of Section 11(d) and 11(e) below, Client agrees to indemnify and hold harmless GHD (including its officers, directors, employees, agents and subcontractors) from and against losses, damages, liabilities, and expenses (including legal fees and reasonable costs of investigation) to the proportionate extent caused by: (i) a breach by Client of this Agreement; (ii) the negligence or willful misconduct of Client; or (iii) any condition existing at the project site prior to the arrival of GHD of which GHD had no actual knowledge and over which GHD had no control.
- (c) The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- (d) TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DAMAGE CAUSED BY NEGLIGENCE, INCLUDING ERRORS, OMISSIONS, OR OTHER ACTS; OR FOR ANY DAMAGES BASED IN CONTRACT; OR FOR ANY OTHER CAUSE OF ACTION; GHD'S LIABILITY, INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND SUBCONTRACTORS, SHALL BE STRICTLY LIMITED TO THE LESSER OF THE VALUE OF THE WORK AUTHORIZATION OR \$1,000,000. NOTWITHSTANDING THE PRECEDING SENTENCE, IF THE WORK AUTHORIZATION VALUE IS LESS THAN \$50,000, GHD'S LIABILITY SHALL BE LIMITED TO \$50,000.

FOR ANY CLAIMS ARISING FROM OR RELATED TO THE EXISTENCE OF MOLD, ASBESTOS, OR LEAD-BASED PAINT DISCOVERED DURING THE PERFORMANCE OF THE SERVICES, GHD'S LIABILITY SHALL BE LIMITED TO THE LESSER OF \$100,000 OR THE LIMIT CONTEMPLATED ABOVE IN THIS PARAGRAPH, WITH SUCH SUBCAP FALLING WITHIN AND REDUCING THE OVERALL LIMIT OF LIABILITY.

CLIENT'S LIABILITY TO GHD (NOT INCLUDING PAYMENT OBLIGATIONS), INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND CONTRACTORS, WILL BE LIMITED TO \$1,000,000.

THE LIMITATIONS IN THIS PARAGRAPH SHALL NOT APPLY TO DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY CAUSING SUCH DAMAGE.

- (e) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT OR

OTHERWISE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, AND/OR DAMAGES RESULTING FROM BUSINESS INTERRUPTION OR THE LOSS OF PROFITS, REVENUE, OPPORTUNITY, ANTICIPATED SAVINGS, USE, DATA AND/OR GOODWILL. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL DAMAGES CONTEMPLATED IN THIS SECTION 11(E) THAT MIGHT OTHERWISE BE INCLUDED WITHIN A PARTY'S INDEMNIFICATION OBLIGATIONS.

12. Intellectual property.

- (a) GHD's Work Product is deemed to be instruments of service and GHD shall retain ownership and property interests therein, however, GHD hereby grants Client, upon Client's payment to GHD of amounts properly due under this Agreement, a non-exclusive, non-transferable, non-sublicensable, license to use the Work Product or make and retain copies for information and reference, to effectuate to the purpose contemplated by the Scope of Work. Any reuse or modification of the Work Product without written verification or adaptation by GHD for the specific purpose intended will be at Client's sole risk and without liability to GHD and the Client agrees to defend, indemnify, and hold harmless GHD from all claims, damages, losses, and expenses including attorneys' fees or other costs arising out of or resulting from Client's such unauthorized use.
- (b) Client acknowledges that inventions, works, products, software, copyrights, patents, derivative works, trade secrets, trademarks and service marks (including all goodwill), domain names, social media sites, moral rights, publicity rights, and privacy rights and any other materials which were created, conceived, or reduced to practice prior to or independently of this Agreement by GHD, and trade secrets, know how, methodology, and processes of GHD whether or not related to any Work Authorization (hereinafter the "Background IP") shall remain the property of GHD. To the extent that any such Background IP is incorporated into the Work Product and on the condition that Client has fully paid GHD for the Work Product, GHD hereby grants Client a limited, nonexclusive, nontransferable, perpetual, irrevocable, royalty-free, paid-up, license to utilize such Background IP solely with respect to the purpose contemplated by the Scope of Work.

13. Termination.

- (a) This Agreement will commence on the Effective Date and, subject to the other terms of this Section 13, will terminate thirty (30) calendar days after either party's receipt of written notice of termination from the other party. The Scope of Work described in a Work Authorization will commence on the date set forth in each Work Authorization. At the completion of the Scope of Work in each Work Authorization or as otherwise provided in the Work Authorization, that particular Work Authorization will terminate.
- (b) Client will have the right to terminate any Work Authorization at any time with or without cause, provided that GHD is provided thirty (30) calendar days advance written notice of the termination. In the event of the termination of a Work Authorization and/or this Agreement, Client shall pay GHD for all services performed and expenses incurred prior to the effective date of termination, including but not limited to demobilization costs, costs to cancel or suspend subcontracts, and other related close out costs.
- (c) GHD may terminate its obligations pursuant to this Agreement or any Work Authorization under the following circumstances:
 - (i) in the event of a breach or default of any material obligation by Client, except non-payment of disputed amounts, or as otherwise provided for in this Agreement;
 - (ii) if GHD is unable, for any reason beyond its control, including, without limitation, a Force Majeure event, to perform its obligations pursuant to any Work Authorization or this Agreement in a safe, lawful, or professional manner; or
 - (iii) In the event Client (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency or (iv) makes an assignment for the benefit of creditors.
- (d) If either circumstance described in Sections 13(c)(i) or 13(c)(ii) above occurs, GHD shall notify Client of pertinent conditions and recommend appropriate action. If within thirty (30) calendar days of such notice the circumstances described in Sections 13(c)(i) or 13(c)(ii) above have not been remedied or cured, GHD may terminate this Agreement or any Work Authorization. In the event of termination, GHD shall be paid for services performed prior to the effective date of termination plus reasonable termination expenses.
- (e) In the event this Agreement is terminated for any reason, it shall remain in full force and effect with respect to any Work Authorization entered hereunder which has not yet been completed, unless such Work

Authorization is also terminated in accordance with this Agreement. The termination of a Work Authorization will not terminate this Agreement or any other Work Authorization.

14. Dispute resolution. Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the Parties shall have five (5) business days from the date of notification to begin negotiations and fifteen (15) business days from the notification date to complete negotiations, unless otherwise agreed in writing. If any dispute cannot be resolved through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. The Parties shall have forty-five (45) business days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the Parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the Parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system in the courts of general jurisdiction where the project site is located. WHERE APPLICABLE, IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY. For the avoidance of doubt, GHD's statutory or other right, if any, to file a lien for Client's nonpayment will not be conditioned upon or subject to the dispute resolution rules contained in this Section.

15. Records and audit. Client shall have the right, upon reasonable advance notice, to audit records associated with the services performed and the charges invoiced to Client pursuant to this Agreement. Client's right to audit shall not extend to proprietary information or the profit margin and composition of GHD's fees, except for that portion of the services priced on a cost reimbursable basis. Such records shall be open to inspection and audit by authorized representatives of Client during normal business hours at the place where such records are kept until the completion or termination of this Agreement and for a minimum of 3 years thereafter. GHD shall require its subcontractors to similarly maintain records and to permit the inspection and audit of such records by Client upon similar conditions and time periods.

16. Force majeure. If either Party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, other than the obligation to pay funds due, that Party shall give the other Party prompt written notice of the Force Majeure with reasonably full particulars thereof. Thereupon, the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove or remedy the Force Majeure as quickly as possible, except that this requirement shall not require the settlement of strikes, lockouts, or other labor difficulty. The term "Force Majeure" as used in this Agreement shall mean an Act of God, natural events, labor, civil or industrial disturbance, pandemic, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions, unavailability of equipment, personnel, or information, and any other cause, which is not reasonably within the control of the Party claiming suspension.

17. Notice. Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered in person, by prepaid overnight express delivery service, or by registered or certified mail with postage prepaid and return receipt requested, or when sent by email and upon the receipt by the sending party of written confirmation by the receiving party, provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation to the respective Party's authorized representative identified below, or at such other address as may be changed by either Party by giving written notice thereof to the other:

GHD	Client
Attention: [Enter name]	City Manager
Address: [Enter address]	815 Fourth Street
Email: [Enter email address]	citymanager@cityoforland.com
Telephone: [Enter telephone number]	530.865.1603

18. Miscellaneous.

- (a) **Third party beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.
- (b) **Municipal advisor rule.** GHD's services do not include serving as a "municipal advisor" or advising Client or any other entity in any manner regarding municipal financial products or municipal securities.

- (c) **Reliance.** GHD's Work Product shall not be relied upon, and Client shall not allow GHD's Work Product to be relied upon, by any third party entity or person without GHD's prior written consent, which shall be granted only if such third party requests and is granted the right to rely prior to the commencement of the services and such third party has (i) executed GHD's standard form reliance agreement and (ii) paid any fees specified in the Work Authorization. Client will indemnify and hold harmless GHD against any claim by, or liability to, a third party arising from reliance on the Work Product in violation of this Section.
- (d) **Waiver.** No failure or delay by either Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.
- (e) **Successors and assignment.** Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other Party. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. Notwithstanding the preceding provisions of this Section, Client hereby agrees that this Agreement may be assigned to another entity within the GHD group of companies that is directly or indirectly wholly owned by GHD Group Limited (a "Related Entity"). Any such Related Entity shall assume all GHD's liabilities, duties, and obligations in, to, and under this Agreement, which assignment may be effected without any prior notice or action on the part of GHD provided that GHD shall give notice of such assignment to Client as soon as reasonably practicable. Client agrees to execute and deliver any documents as may be reasonably requested to evidence consent to such assignment.
- (f) **Conflict of Interest.** GHD and its Related Entities are engaged by a wide variety of clients, some of whom may be competitors, suppliers, or customers of Client, or other parties with conflicting legal and/or business interests to Client, including, without limitation, in relation to the services provided to Client by GHD. In accordance with applicable professional standards, and except as set out below, GHD will not use any confidential information regarding Client in connection with its engagements with other clients and will establish safeguards to manage conflicts, which may include, in GHD's reasonable discretion, the use of separate personnel and data access controls. Client further agrees that GHD may, in its sole discretion, disclose the fact or general nature of its engagement for Client to (i) internally to Related Entities in order to check against potential conflicts of interest, and (ii) to the extent reasonably required in order to obtain the consent of another entity or individual for GHD to act for such entity or individual, or for Client, in connection with this Agreement or any future engagement.
- (h) **Severability and survival.** The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations which by their nature are intended to survive the termination of this Agreement, including those pertaining to indemnification, limitations of liability, and intellectual property, shall survive the termination of this Agreement.
- (i) **Governing law.** This Agreement, and any Work Authorization hereunder, shall be governed by the laws of the State or Province in which the project site is located.
- (j) **No Construction or adverse inference.** The Parties have been provided an opportunity to negotiate the terms of this Agreement. The terms and conditions contained therein shall not be construed in favor of or against any Party.
- (k) **Applicable to Canadian Clients: Language Preference.** It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette Entente et tous les documents s'y rattachant, incluant les avis et les autres communications, soient rédigés et signés en anglais seulement.
- (l) **Authority to sign.** Each of the persons signing below on behalf of any Party hereby represents and warrants that they are signing with full and complete authority to bind the Party on whose behalf they are signing to every term of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.
- (m) **Affiliates.** GHD and Client acknowledge that GHD and Client may respectively operate through their subsidiaries and/or affiliated companies. In the event the services to be performed are offered by a GHD subsidiary or affiliate and/or on behalf of a Client subsidiary or affiliate, all references in this Agreement to GHD and Client, as applicable, shall be deemed to also include such subsidiary or affiliate and this Agreement will be deemed to be a two-party agreement between GHD affiliate on the one hand, and the

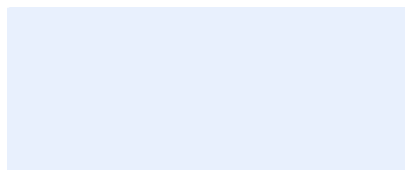
applicable Client affiliate on the other hand. Each Party will cause its affiliates to comply with its obligations under this Agreement.

- (n) **Entire agreement.** This Agreement, including all attached Exhibits, and any Work Authorization issued hereunder, constitutes the complete and final agreement between GHD and Client regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the Services and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into a Work Authorization. Any conflicting or additional standard or preprinted terms and conditions of Client are not applicable and will have no force and effect, even if such terms and conditions are attached to or included in a Work Authorization, unless such terms and conditions are specifically referenced and agreed to by both Parties as representing an Amendment of this Agreement. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD

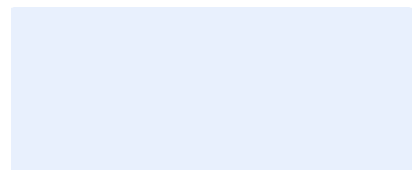
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Print name

Print title

Client



Mathew Romano

Mayor



Exhibit A: Work Authorization

Work Authorization No. [Enter identifying number or project number]

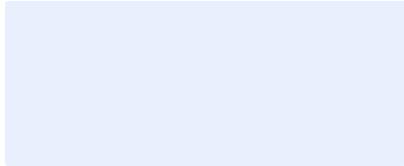
The Scope of Work described in this Work Authorization is governed by the terms and conditions of that certain Master Services Agreement ("Agreement") dated [Enter day] day of [Enter month] [Enter year], between [Select item] ("GHD") and [Enter client name] ("Client").

Scope of Work	The scope of services to be provided by GHD, in connection with this Work Authorization, is as follows:
Services Description	[Enter the details of the Scope of Work, or attach documents with such details to this Work Authorization]
GHD Subcontractor(s)	[Enter details. If none, enter "n/a"]
Fee Description including markups	[Enter the price or pricing scheme upon which GHD shall be paid, or attach such pricing to this Work Authorization]
Materials/premises to be provided by Client	[Enter details. If none, enter "n/a"]
Other information relevant to the Services	[Enter details. If none, enter "n/a"]
Key dates	
Commencement date	Select date
Milestones, deadlines, timelines	Per project
End date	Select date
Designated Representatives	
During the term of this Work Authorization, matters or issues arising shall, as applicable, be directed to:	
GHD Representative(s)	[Enter Name of Client Representative]
Client Representative(s)	City Manager
Additional Terms and Conditions	
Special Conditions	[Insert terms and attach Special Conditions documents. If none, enter "n/a"]

In witness whereof, GHD and Client have caused this Work Authorization to be executed by their duly authorized representatives as of the Effective Date.

GHD

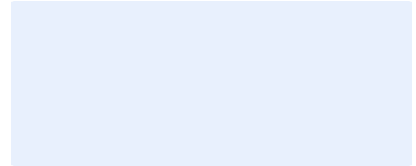
[Select item]



Print name

Print title

Client



Mathew Romano

Mayor



Exhibit B” Fee Schedule

[Insert or attach current fee schedule, including hourly rates, expense and subcontractor mark-up, if applicable.]



Addendum 1 Emergency Services

1. Definitions. In this Addendum, the following words and phrases shall have the following meanings, all other capitalized terms shall have the meanings set forth in the Master Services Agreement to which it is appended (the “**Agreement**”).

- (a) “**Discharge**” includes a single incident of a spill, leak, discharge, emission, deposit, dumping, throwing, seeping, spraying, injection or addition into the Environment of Pollutants;
- (b) “**Emergency Services**” means services performed to maintain the safety or protection of persons and/or Environment;
- (c) “**Environment**” means the air, land and water, or any combination or part thereof, of the place in which the Emergency Services are provided;
- (d) “**Equipment**” means all materials and equipment, including vehicles, supplied by GHD or its vendors in the provision of the Emergency Services;
- (e) “**Governmental Authority**” means (i) any federal, state, provincial, municipal, local, or other governmental or public department, court, commission, board, bureau, agency or instrumentality having jurisdiction over the Environment and/or the protection thereof, GHD, Client or the provision of the Emergency Services; (ii) any subdivision, agent or authority of any of the foregoing, including but not limited to, emergency personnel (e.g. police, firefighters, paramedics); or (iii) any quasi-governmental or private body exercising any regulatory or other authority under or for the account of any of the foregoing;
- (f) “**Laws**” includes regulations in effect from time to time by any Governmental Authority having jurisdiction over the provision of Emergency Services;
- (g) “**Non-conforming Waste**” means any Waste Materials which do not conform to the description thereof provided by Client;
- (h) “**Person Having Control of the Pollutant**” means the person and the person’s employee or agent, if any, having the charge, management or control of a Pollutant immediately before the first Discharge of the Pollutant, whether into the natural environment or not, in a quantity or with a quality abnormal at the location where the Discharge occurs;
- (i) “**Pollutant**” means any pollutant as defined in the Laws; and
- (j) “**Site**” means the location where the Emergency Services are conducted as described by Client to GHD from time to time.

2. Emergency Services

2.1 Emergency Services

- (a) Client acknowledges and agrees that: (i) in mobilizing its resources to provide Emergency Services in respect of one or more Discharges at one or more Sites identified by Client, GHD is relying solely on information provided to it by Client and if applicable, one or more responsible Governmental Authorities; (ii) obtaining firsthand knowledge of the many variable conditions at the Site may be impractical or not immediately possible by GHD; (iii) the scope and nature of the Equipment, personnel and other resources required by GHD to respond to a Discharge (the “**Scope of Work**”) may not be capable of being fully determined prior to GHD commencing the provision of its Emergency Services; (iv) the Scope of Work may change upon GHD personnel arriving at a Site and throughout the course of GHD providing Emergency Services; (v) Fees will be billed for Emergency Services in accordance with Article 4 and Client shall be responsible to pay such Fees; and (vi) but for Client agreeing to the terms and conditions of this Addendum, GHD would not provide Emergency Services to Client because of the substantial risks to GHD in providing such Emergency Services under the conditions described in this Section 2.1(a).
- (b) Client hereby retains GHD to provide Emergency Services on the terms and conditions set forth in this Addendum and the Agreement. Emergency Services to be provided by GHD from time to time during the term of the Agreement include, as applicable, the following:
 - (i) mobilizing GHD personnel and Equipment to the Site;
 - (ii) securing the Site;



Addendum 1 Emergency Services

- (iii) containing and confining the Discharge;
- (iv) removal and disposal of Pollutants and other materials and substances from the Site related to the Discharge;
- (v) remediation and restoration of the Site following the Discharge; and
- (vi) all other services incidental or in association with the foregoing and as agreed to between the parties.

2.2 Provision of Emergency Services. It is understood and agreed between the parties that as a result of the circumstances described in Section 2.1(a), GHD, using its discretion, is authorized by Client to provide the Emergency Services at a reasonable time and employing GHD's means and methods. GHD shall provide the Emergency Services in a safe manner, in compliance with applicable Laws, permits and licenses issued to GHD for the performance of Emergency Services and in accordance with the direction of any applicable Governmental Authority. Notwithstanding the foregoing, where the circumstances of providing the Emergency Services permit, GHD shall consult with Client's Authorized Representative as to the Scope of Work and provide updates to Client from time to time on the progress of the Scope of Work. Client acknowledges that in providing the Emergency Services GHD shall:

- (a) dispatch trained and equipped personnel to the Site
- (b) maintain, where GHD deems it necessary or as directed by any Governmental Authority, exclusion zones at the Site;
- (c) take all actions and do all things as are directed by any Governmental Authority having jurisdiction; and
- (d) take all reasonable precautions for the safety of any persons at the Site when carrying out the Emergency Services.

2.3 In the event of an emergency affecting safety of persons or property, GHD shall act at GHD's discretion and without prior notice to Client to prevent threatened damage, injury, or loss. Promptly thereafter, GHD shall notify Client of the emergency, the actions taken to prevent the threatened damage, and any time and/or cost implications associated therewith. GHD shall be entitled to additional compensation and/or an extension of time, if necessary

2.4 Refusal of Services/ Rejection of Waste.

2.4.1 GHD may, at its sole discretion, refuse to provide Client with any of the following:

- (a) Emergency Services related to the Discharge of select Pollutants or waste including but not limited to as explosives, compressed gases, infectious substances, and radioactive materials;
- (b) Emergency Services in respect of any Non-Conforming Waste; or
- (c) Emergency Services which GHD determines exceed the capabilities and scope of its training, permits and/or Equipment.

2.4.2 If GHD determines following arrival at a Site that it will not provide Emergency Services, it will promptly advise Client's Authorized Representative. In such circumstances, Client agrees that any mobilization fee will be deemed fully earned by GHD and no portion of the mobilization fee will be refundable to Client.

2.4.3 If, prior to its removal from the Site, GHD determines that all or any part of the substance or materials which are the subject of the Discharge (the "**Waste Materials**") is Non-Conforming Waste, GHD shall as soon as practical after such determination, notify Client's Authorized Representative and advise Client's Authorized Representative whether GHD is able to provide Emergency Services in respect of such Non-Conforming Waste and the estimated cost of providing such Emergency Services. If Client and GHD do not agree on the cost for GHD to provide Emergency Services in respect of such Non-Conforming Waste, GHD shall not provide such Emergency Services and Client agrees that the mobilization fee will be deemed fully earned by GHD, and no portion of the mobilization fee will be refundable to Client.

2.5 Removal of Equipment.

- (a) Upon completion of the Emergency Services, GHD shall remove all Equipment from the Site.



Addendum 1 Emergency Services

- (b) If Equipment is damaged or destroyed in the course of providing the Emergency Services or is rendered contaminated or unusable due to exposure to any Pollutants in the course of providing the Emergency Services, GHD shall be required to dispose of such Equipment or parts thereof. As a result, Client agrees to reimburse GHD for (i) the costs reasonably incurred by GHD to replace any Equipment or parts thereof that are so damaged, destroyed, contaminated or unusable, together with an additional amount equal to 15% of such cost to compensate GHD for its administrative costs in connection with such replacement, and (ii) the costs of disposing of any such contaminated Equipment that requires special disposal as a result of the nature of its contamination as reasonably incurred by GHD (collectively, "**Replacement Costs**").

2.6 Disposal and Title to Waste Materials.

- (a) Title to Waste Materials, that are not Non-Conforming Waste, shall pass to GHD's vendor upon loading of Waste Materials onto transport vehicles. Title to Non-Conforming Waste shall not pass to GHD's vendor unless and until GHD and Client agree that GHD shall provide Emergency Services in respect of such Non-Conforming Waste as provided in Section 2.4.3 above, in which event title to such Non-Conforming Waste shall pass to GHD's vendor as provided in this Section 2.6(a). GHD agrees that all Waste Materials and/or Non-Conforming Waste in respect of which GHD and Client agree that GHD will provide Emergency Services shall be disposed of at a facility or facilities duly licensed or permitted in accordance with applicable Laws to dispose of such Waste Materials and/or Non-Conforming Waste.
- (b) If, subsequent to removal and transporting Waste Materials, GHD determines that all or any part of the Waste Materials are Non-Conforming Waste, Client agrees to pay and reimburse GHD for all additional costs and expenses incurred by GHD to dispose of such Non-Conforming Waste in compliance with all applicable laws.

3. CLIENT OBLIGATIONS

3.1 Client acknowledges and agrees that it is solely responsible, and that GHD is not responsible for:

- (a) the Discharge;
- (b) reporting the Discharge to the applicable Governmental Authorities; and
- (c) doing anything to prevent, eliminate and ameliorate the adverse effects of the Discharge or to restore the natural environment.

3.2 Information and Site Conditions.

- (a) Client warrants that all Waste Materials have been accurately identified and characterized in accordance with applicable Laws.
- (b) Except for hazards and risks associated with the Emergency Services, Client warrants that the Site (if controlled by Client) is safe for the Equipment and GHD's personnel for the duration of the time that the Emergency Services are performed at the Site.
- (c) Client warrants that all roadways, pavement and other driving surfaces on the Site identified by Client for access are capable of supporting all Equipment or equipment provided by GHD's subcontractors in the performance of Emergency Services. Client agrees that GHD shall not be responsible for damage caused to the Site (including without limitation damage to pavement or driving surfaces) by GHD in providing the Emergency Services, except as a result of GHD's gross negligence, and Client hereby releases GHD from any claim for any such damages.

3.3 **Authorized Representative.** Client shall designate a representative ("Client's Authorized Representative") who shall be fully acquainted with the Discharge and permitted by Client to authorize services and/or expenditures on behalf of Client and to approve payment of GHD's invoices.

4. FEES, ESTIMATES, INVOICING AND PAYMENT

4.1 **Fees and Costs.** In consideration of GHD providing the Emergency Services, Client agrees to pay GHD the following fees, costs and expenses (collectively, "**Fees**"):



Addendum 1 Emergency Services

- (a) a mobilization fee in the amount set forth in a Work Authorization (the “**mobilization fee**”) for GHD’s preparation, planning and mobilization of its resources to provide the Emergency Services;
 - (b) Fees for all Emergency Services provided by GHD at the rates set forth in a Work Authorization;
 - (c) Fees for demobilization and restoration, including downtime of the Equipment used for the Emergency Services, at the rates set forth in a Work Authorization; and
 - (d) Replacement Costs, if applicable, as described in Section 2.5(b).
- 4.2 Tax.** All applicable taxes, levies, tariffs, fees, charges and surcharges that are identified in the Work Authorization shall be payable by Client in addition to all Fees.