



May 26, 2026

James Mayhew  
Mayor  
City of Snoqualmie  
38624 SE River Street  
PO Box 987  
Snoqualmie, WA 98065

RE: Cascadia Ridge ESS Support  
Snoqualmie, Washington  
Jensen Hughes Proposal No. MTLT-26-0162

Dear Mayor James Mayhew,

This proposal outlines our proposed scope of work and associated professional service fees to be provided by Jensen Hughes, Inc. (Jensen Hughes) ("Consultant") to the City of Snoqualmie ("Client") for the above-noted project.

The battery energy storage system (BESS) industry is working to resolve the challenges in lithium-ion battery manufacturing, storage, and testing, as well as meeting the latest industry guidance of NFPA (National Fire Protection Association) 855, international, and state fire codes.

Jensen Hughes supports the industry by providing well-informed hazard assessments, as well as compliant design solutions. Our customers have used our expertise for code and standards consulting, emergency management, failure analysis, fire and life safety designs, and fire, smoke, explosion, and deflagration modeling. Jensen Hughes staff has experience assessing new modular designs, as well as utilizing buildings for energy storage with lithium-ion batteries. Furthermore, Jensen Hughes is experienced in analyzing battery fire test data, such as UL 9540A or equivalent, developing gas release models for explosion control system design, deflagration vent sizing, as well as simulations via integral dispersion models.

Jensen Hughes developed an early knowledge of lithium-ion battery hazards by supporting the U.S. Navy with analysis of battery systems since the start of the 1990s. We have expanded our reach within the last several years by supporting integrators, municipalities, utilities, owners, researchers, and manufacturers of lithium-ion battery systems. Jensen Hughes staff are currently members of the NFPA 855 and EPRI (Electrical Power Research Institute) technical committees that are working on fire mitigation and prevention with BESS installations.

4445 Northpark Drive, STE 204  
Colorado Springs, CO 80907  
O: +1 719-257-2719

The Client has requested Jensen Hughes provide assistance with the specialized permitting and safety requirements specific to BESS and battery storage requirements for the Cascadia Ridge ESS facility. The Cascadia Ridge ESS facility is a 130-Megawatt (MW) installation adjacent to City lines but on King County owned land. Specifically, Jensen Hughes' scope of services will include reviewing a prepared Hazard Mitigation Study, Emergency Response Plan, and preparation of a dispersion model to assess the flammability, toxicity, and explosion risks associated with the Cascadia Ridge ESS.

Work will be performed under the following standards:

- + 2021 International Wildland-Urban Interface Code (IWUIC), as adopted and amended by the State of Washington. Recommendations will also be provided based on the IWUIC model code language.
- + 2021 Washington State Fire Code (WSFC), as adopted and amended by the City of Snoqualmie
- + 2023 Edition of NFPA 855, *Standard for the Installation of Stationary Energy Storage Systems*

### *Scope of Services*

Jensen Hughes proposes to provide the following scope of services.

#### I – THIRD PARTY PLAN REVIEW

- + **Plan Review:** Provide one (1) review of design information based on the applicable codes and standards. The focus of this review will be limited to the following items:
  - Fire Protection Plan
    - Fire & Risk Alliance Document titled “Cascadia Ridge ESS Facility Overall Site Plan and Preliminary Fire Protection Code Review” Project Number 465-059, dated October 30, 2025.
  - Hazard Mitigation Analysis (HMA)
    - The HMA shall be reviewed for the following items:
      - An acceptable risk criterion has been established.
      - All applicable failure modes have been analyzed.
      - For each failure mode, attention towards barrier(s) taken, and the effectiveness of said barrier(s) will be evaluated as part of ensuring the HMA acceptance criteria has been met.
      - Site-specific design considerations (e.g., evaluating impact of nearby exposures).
      - Supporting large-scale fire testing and UL 9540A test data is appropriately referenced.
  - Emergency Response Plan (ERP)
    - The ERP shall be reviewed for the following items:
      - Site General Information.
      - Site/Area Plans and Aerial Views.
      - Explanation of ESS incidents and Precautions/Guidance for dealing with such an incident.
      - Site Hazards and Mitigation Features.
      - Site Photos and Equipment Overview.

- Safety Data Sheets.
- Pre-Incident Planning.

- + **Memo Summary:** Provide comments for the reviewed documents within a memo style report. Comments will identify for each document reviewed any deficiencies, as applicable.
- + **Meeting Time:** Attend up to two virtual (2) meetings with the Client to review comments. One (1) hour is budgeted per meeting.
- + **Memo Summary Revision:** Provide one (1) follow-up revision of the *Memo Summary* based on updated documentation.
- + **General Consulting:** Provide four (4) hours of general consulting on an as-needed basis. Client can utilize this time to obtain answers to project questions when they arise.

## II –DISPERSION STUDY

Prepare a technical report summarizing the methods and results of a dispersion study from release of toxic or hazardous gases from the installation in the event of a fire originating from the BESS, with consideration to the nearby residential and commercial areas.

- + **Dispersion Study:** Jensen Hughes proposes to perform a dispersion analysis using the engineering consequence modeling tool DNV PHAST to evaluate the toxic and flammable gas dispersion hazards. PHAST is a validated commercial modeling program licensed by Det Norske Veritas (DNV) and is widely used in chemical, process, power and other related industries. Efforts include:
  - Reviewing the UL9540A test summary report to quantify the source term, specifically the yields of flammable and toxic gases releases during a runaway thermal event.
  - Performing PHAST dispersion modeling using the dispersion source term derived from the previous step. As part of the initial model up to three (3) individual scenarios are included in the proposed budget, which may include single cell venting, single module venting, single unit venting, etc.
  - Incorporating site-specific wind effects and other modeling parameters into the PHAST analysis.
  - Processing the results to delineate isopleths of hazardous gas concentrations in the form of Immediately Dangerous to Life and Health (IDLH) concentrations or Acute Exposure Guideline Line (AEGL) levels.
  - Present the results, with setback distances and concentration profiles illustrated over the site plan.

One (1) initial model is budgeted for this task, and one (1) technical report will be prepared which summarizes the methods and results of the dispersion study. The technical report will address on and off-site impacts.

- + **Meeting Time:** Participate in up to two (2), one (1) hour virtual meetings with the Client to discuss the requirements and potential issues.
- + **Dispersion Study Revision:** Provide one (1) revision of the document based on feedback from the Client and the project team. Note, should Client and project team feedback require running the model again, up to one (1) model iteration is budgeted for this scope.

- + **General Consulting:** Provide up to four (4) hours of general consulting services. General consulting time will be used for telephone discussions with the design team and general consulting activities as directed by the Client.

### III – WILDLAND URBAN INTERFACE ASSESSMENT

The Cascadia Ridge ESS site is located within a designated wildland-urban interface area where the project development meets or intermingles with wildland vegetative fuels, creating potential for structure ignition from wildland fire through direct flame impingement or ember attack. To comprehensively assess the site-specific wildfire exposure and identify meaningful mitigation strategies, Jensen Hughes will conduct a detailed site visit to evaluate topographic features, vegetation, local weather conditions and other factors that contribute to wildfire risk per IWUIC standards.

- + **Site Visit:** One (1) Jensen Hughes engineer will travel to the Cascadia Ridge ESS site and assess on-site
  - Surrounding fuel types and vegetation classification.
  - Site topography, including slope, aspect, and alignment with prevailing wind conditions.
  - Proximity to wildland-urban interface (WUI) areas.
  - Emergency Responder access and egress routes.
  - Proximity to critical infrastructure and adjacent exposures.
- + **Vegetation Management Plan:** Prepare one (1) Vegetation Management Plan (VMP) consistent with the intent and requirements of Appendix B of the 2021 IWUIC. The plan will be tailored specifically to the Cascadia Ridge ESS site and surrounding conditions. The VMP will address the following, as applicable:
  - Site characterization, detailed description and wildfire exposure assessment.
  - Existing vegetation and fuel characteristics on and adjacent to the site.
  - Vegetation treatment objectives and performance intent:
    - Fuel modification zones and treatment areas.
    - Vegetation clearance and fuel reduction strategies.
    - Ongoing inspection and maintenance recommendations.
    - Integration with site access, grading, and defensible space concepts.

One (1) revision to the VMP is budgeted for this Scope.

- + **Fire Protection Plan:** Prepare one (1) Fire Protection Plan (FPP) in accordance with Section 405 of the 2021 IWUIC. The Fire Protection Plan will document recommendations for how the project must address wildfire hazards through site design, access, and operational considerations. The FPP will include, as applicable:
  - Project/Site characterization and detailed description to include topography.
  - Identification of wildfire hazards affecting the site, including climatic conditions and fire history.
  - Emergency access and fire department access considerations.
  - Water supply assumptions, as applicable.

- Summary of defensible space and vegetation management measure recommendations (cross-referenced to the VMP).
- Construction and site layout features relevant to wildfire exposure, including recommendations for building ignition and fire resistance factors, fire protection systems, and equipment.
- Operational considerations related to wildfire risk, including defensible space and vegetation management recommendations.
- Statement of compliance with Section 405 of the 2021 IWUIC, based on the recommendations provided.

One (1) revision to the FPP is budgeted for this Scope.

- + **Meeting Time:** Participate in up to two (2), one (1) hour virtual meetings with the Client to discuss the requirements and potential issues.

## Qualifications

Jensen Hughes offers a deeply experienced team that bridges ESS safety and compliance and advanced wildland fire expertise through the combined capabilities of Sam Elaskalani, PE<sub>(CA)</sub>, Chief Mike Stanley (Ret.), and Dr. Rachel Smith.

Sam Elaskalani brings extensive expertise in comprehensive Energy Storage System (ESS) project evaluation, specializing in end-to-end analysis from initial design through operational deployment. His experience encompasses thorough fire safety and NFPA 855 compliance assessments for ESS installations, development of robust risk assessment criteria for Hazard Mitigation Analysis (HMA), and strategic facilitation of collaborative discussions between design teams and ESS manufacturers to ensure seamless integration of prescriptive and performance-based safety requirements.



### SAM ELASKALANI, PE<sub>(CA)</sub>

*Project Role: Project Manager, ESS Safety Consultant*

#### Education:

- + BS, Chemical Engineering  
Worcester Polytechnic Institute

#### Experience:

4 years

#### Certifications:

Fire Protection  
Professional  
Engineer (CA)  
Functional Safety  
Practitioner

Sam Elaskalani, PE<sub>(CA)</sub> brings distinguished expertise in energy storage system (ESS) fire protection engineering, combining advanced technical education and extensive field experience in lithium-ion battery installations. He holds a Bachelor of Science in Chemical Engineering and is a licensed Fire Protection Engineer, providing a unique interdisciplinary foundation for analyzing the complex thermal, chemical, and electrical hazards associated with modern energy storage technologies.

Sam's comprehensive experience encompasses the full spectrum of ESS project evaluation and regulatory compliance, with particular experience in lithium-ion battery systems. His technical competencies include conducting thorough code reviews for ESS installations in accordance with NFPA 855 and Fire Code requirements, developing and executing comprehensive Hazard Mitigation Analyses (HMA) that evaluate fire, explosion, and toxic gas hazards, and performing detailed technical reviews of UL 9540A test data to assess thermal runaway propagation characteristics and effectiveness of barriers/safeguards used on ESS installations.

Sam has played a pivotal role in advancing fire department capabilities for ESS oversight, working directly with San Diego County to help update and develop internal policies and procedures for reviewing ESS installations. This collaborative work has focused on establishing standardized review processes, developing technical evaluation criteria, and creating emergency response protocols that address the unique hazards posed by energy storage systems. His contributions have helped San Diego County implement comprehensive permitting and inspection processes that ensure efficiency, transparency, and safety in their local communities while protecting both public and first responder safety.

Chief Stanley brings more than three decades of progressive municipal fire and emergency services leadership, including service as Fire Chief, where he managed complex operations, multimillion-dollar budgets, community risk reduction initiatives, and large-scale emergency response planning. His experience spans strategic planning, performance-based fire protection design, interagency coordination, and state-level policy leadership.



### MICHAEL STANLEY, MED, CFO

*Project Role: Senior Fire + Emergency Services Consultant*

#### Experience:

32+ years

#### Certifications

Chief Fire Officer (CFO)

Fire Marshal (FM)

Fire and Emergency Services Analyst (FESA)

Center for Public Safety Excellence (CPSE)

#### Education:

- + MEd, Education & Human Resource Studies  
Colorado State University
- + BS, Organizational Leadership for Emergency Services  
Charter Oak St. College
- + AS, Emergency Medical Services  
Community College of Aurora
- + AAS, Fire Science Technology  
Red Rocks Community College

A seasoned fire and emergency services leader, Mike brings over three decades of progressive leadership in fire protection, emergency management, and public safety strategy. Serving as a Senior Fire + Emergency Services Consultant at Jensen Hughes, He leads complex, multi-disciplinary projects - overseeing timelines, deliverables, and budgets while offering expertise in fire protection strategies and performance-based design. His prior role as Fire Chief for the City of Oshkosh demonstrated his ability to guide an ISO Class 1 department, manage a \$ 16M+ operating budget, and spearhead major community and organizational initiatives, including pandemic response, capital planning, and securing alternative funding.

Beyond municipal leadership, Mike has played pivotal roles at the state and national levels, including serving as Past President of the Wisconsin State Fire Chiefs Association, where he influenced legislation benefiting public safety, firefighter well-being, and department funding. Mike's robust operational background with the Aurora Fire Department included key command roles and the development of EMS programs and response strategies.

Widely recognized as an instructor and speaker, he has held faculty positions at institutions such as the National Fire Academy and the Metropolitan State University of Denver. With numerous certifications and awards, ranging from national commendations to international honors, he stands out as an innovative, service-driven professional in the field of fire and emergency services.

Dr. Smith complements this municipal perspective with more than twenty-five years of frontline and executive wildland fire experience, having served as a hotshot, smokejumper, Forest Supervisor, and Deputy Regional Fire Director for the U.S. Forest Service. She has overseen some of the nation’s most complex wildfire incidents and is recognized for integrating operational expertise, scientific research, and policy development to strengthen community wildfire resilience. Together, this team offers a rare combination of structural and wildland fire command experience, strategic planning acumen, and science-informed risk management tailored to today’s evolving fire environment.



**RACHEL SMITH, PHD**

*Project Role: Wildland Fire Specialist*

**Education:**

- + PhD, Doctorate, University of California at Berkeley, 2009
- + BS, Bachelor of Arts, Whitman College, 2003

**Experience:**

25 years

**Certifications:**

- Incident Commander
- Agency Administrator, Advanced
- Certified Emergency Manager (CEM)

Rachel Smith is a seasoned wildland fire leader and former federal fire executive whose career spans frontline firefighting, advanced research, and strategic national oversight. A Washington state native, she began her career as a structural firefighter with the Tulalip Bay Fire Department in Snohomish County before joining the U.S. Forest Service on the Wallowa-Whitman National Forest in Washington and Oregon and later becoming a smokejumper parachuting into remote wildfires around the Cascades.

Rachel holds a Ph.D. from the University of California, Berkeley, where her research focused on mitigating the impacts of wildfires on communities—an expertise that has shaped her approach to national fire policy and incident management. Over the last decade, she has served as the agency administrator for many of the country’s largest and most complex federal fires, including the McKinney, Mosquito, Thomas, Creek, and Lake fires. In these roles, she became known for her calm leadership, deep operational understanding, and commitment to community protection and firefighter safety.

Her federal career includes serving as Deputy Regional Fire Director for Washington, Oregon and Alaska and later serving as Forest Supervisor on both the Klamath National Forest and the Tonto National Forest, where she retired after leading one of the nation’s most diverse and heavily visited forest units. She also served as the Deputy Regional Fire Director for the U.S. Forest Service, overseeing wildland fire programs across the thirteen southern states, Puerto Rico, and the U.S. Virgin Islands.

Rachel is widely respected for her ability to integrate science, operations, and policy to improve wildfire resilience. Her work reflects a lifelong commitment to reducing risk, strengthening communities, and advancing the practice of wildland fire management.

## *Additional Services*

Any other work requested by Client outside of the Services specified above shall be considered an “Additional Service” and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

1. Developing three dimensional geometries for the purposes of performing a CFD dispersion study.
2. CFD based modeling.
3. Deflagration venting analysis (evaluation of required vent area, distribution of vents and establishment of safe exclusion zones).
4. Explosion prevention and detection analysis (CFD analysis to conceptually design a mechanical exhaust ventilation system in accordance with NFPA 69 to prevent a deflagration by combustible concentration reduction).
5. Review battery systems for compliance with applicable portions of NFPA 855, other than the HMA.
6. Quantitative failure modes and effects analysis (FMEA).
7. Prepare drawing sheets for the BESS to convey the safety information required for construction documents.
8. Permit and site license support other than as noted in the Scope of Services.
9. Engineering support associated with other facilities.
10. Revisions to the analysis based on changes in battery make and model, chemistry, cell or rack layout.
11. Meetings and surveys in addition to those specified in the Scope of Services.
12. Preparation of variances and attendance at hearings.
13. Design or review of any fire protection systems including suppression, alarm, detection, or site fire water hydraulic analysis.
14. Accessibility consulting.
15. Security consulting.
16. Meetings and surveys in addition to those specified above.
17. Preparation of formal variances and attendance at variance hearings.
18. Structural fire protection analysis.
19. Specification and design of plumbing and mechanical systems.
20. Review of / consulting for insurance company (e.g. FM Global)-specific requirements.
21. Additional consulting services beyond those described in the Scope of Services.

All services not specifically described in the Proposal are excluded from Consultant’s Scope of Services.

### Client/Project Responsibilities

This proposal is based upon the Client and/or Cascadia Ridge Project team performing the following activities:

1. Provide Jensen Hughes with copies of all available drawings including architectural, mechanical, electrical, process, and drawings for the site. These documents will be used in providing the Basic Services. It is understood that we will rely upon the accuracy of all documents and electronic data furnished.
2. Provide Jensen Hughes with a copy of the HMA when available.
3. Provide Jensen Hughes with a copy of the ERP when available.
4. Provide the ESS UL 9540A cell-, module-, and unit- level testing data.
5. Schedule and coordinate all meetings.

### Professional Fees

The proposed Scope of Services above will be provided by Consultant for a firm fixed fee in accordance with the table below including necessary expenses to perform our Scope of Services.

<i>Scope</i>	<i>Fees</i>	
I – Third Party Plan Review	\$	22,500
II –Dispersion Study	\$	39,000
III – Wildland Urban Interface Assessment	\$	30,000
<b>Total</b>	<b>\$</b>	<b>91,500</b>

### Payments

- + Invoices will be submitted on a monthly basis using Jensen Hughes’ standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percentage of completion or fixed amount by task. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.
- + Payment is due 30 days after receipt by the client. For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys’ fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices.

### Terms + Conditions

If any terms set out in this Proposal conflict with the terms set out in Exhibit A, Standard Terms + Conditions, the order of precedence shall be as follows:

1. Terms as per the Proposal

2. Exhibit A, Standard Terms + Conditions

Refer to Exhibit A (attached) for full Standard Terms + Conditions.

*Miscellaneous*

This proposal is valid for ninety (90) days. All information contained in this proposal is considered proprietary and should not be shared without receiving written permission from Jensen Hughes. Authorization to proceed with the Services by Client shall constitute Client's acceptance to the Terms and Conditions attached hereto.

Jensen Hughes appreciates the opportunity to assist the City of Snoqualmie. If you have any questions, please contact me at 719-257-2719 or [sam.elaskalani@jensenhughes.com](mailto:sam.elaskalani@jensenhughes.com).

Sincerely,

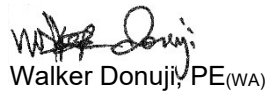
*Jensen Hughes*



Sam Elaskalani, PE<sub>(CA)</sub>  
Consultant

Reviewed By:

*Jensen Hughes*




Walker Donuji, PE<sub>(WA)</sub>  
Market Leader, Senior Fire Protection Engineer

Attachments: Billing Contact Information, Exhibit A

## Acceptance

Jensen Hughes, Inc.:



SIGNATURE

Sam Elaskalani, PE<sub>(CA)</sub>

PRINTED NAME, CREDENTIALS

Consultant

TITLE

May 26, 2026

DATE

Client:

SIGNATURE

PRINTED NAME, CREDENTIALS

TITLE

DATE

## Privacy Statement

Jensen Hughes respects the privacy of its clients and their employees and does not sell, rent or loan any personal data collected. Additional information on how Jensen Hughes handles personal data may be found on our website at <https://www.jensenhughes.com/privacy>. If you have any questions concerning the Jensen Hughes privacy program, please contact our Privacy Team at [privacy@jensenhughes.com](mailto:privacy@jensenhughes.com).

## Billing Contact Information

Please provide the following information regarding project billing with your signed proposal.

### Primary Billing Contact (Accounts Payable)

.....  
Name: .....

.....  
Email: .....

.....  
Phone: .....

.....  
Invoice Delivery Method +  Email Address(es)  
Destination .....

.....  
 Mailing Address:  
.....

.....  
 Other (web portal or other special instruction):  
.....

.....  
Statement Destination:  Same as Invoice Destination  
 Primary Billing Contact  
 Primary Technical Contact  
 Other  
.....

.....  
Client or Project Special  Yes (provide if necessary)  No  
Billing Instructions .....

.....  
Client/Project or reference  Yes (provide if necessary)  No  
number to be included on  
invoices: Client Project P.O. or Reference Number:  
.....

---

## Exhibit A – Terms + Conditions

### JENSEN HUGHES STANDARD TERMS AND CONDITIONS FOR GENERAL CONSULTING SERVICES – US (EXCLUDING FL, NC, NY)

**1. AGREEMENT** – Jensen Hughes, Inc. (hereinafter "Consultant") shall provide the scope of services (the "Services") described in Consultant's Proposal attached hereto (the "Proposal") for and on behalf of the Client in connection with the project as defined therein (the "Project"). These Standard Terms and Conditions are incorporated into the Proposal, and the Proposal and these Standard Terms and Conditions together shall be referred to as the "Agreement." Authorization to proceed with the Services by Client shall constitute Client's acceptance to the terms of the Agreement.

**2. PERFORMANCE** - Consultant shall perform its Services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar conditions and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). No other warranty, representation or covenant, either express or implied, is intended to be made with respect to the Services and the same are specifically disclaimed. Consultant shall endeavor to meet all reasonably imposed deadlines for performance of the Services. Client shall inform Consultant of all pertinent deadlines and dates in order to allow Consultant to effectively and efficiently perform the Services and shall provide Consultant with reasonable notice and time to complete any "Deliverables", as defined in Section 18 below. Any Deliverables requested of the Consultant by Client on an expedited time schedule may be subject to increased fees as determined by Consultant. Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the Services.

**3. FORCE MAJEURE** - Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays or other causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to: strikes or other labor disputes; unusual delay in deliveries; unavoidable casualties; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; pandemics or epidemics, including, but not limited to, related costs and delays and impacts; failure of any government agency to act in a timely manner; delay or other failure of performance by Client or Client's contractors or consultants; discovery of any hazardous substances or differing site conditions; or any causes referenced in Section 5 below. The time schedule and Consultant's compensation shall be equitably adjusted to compensate for any of these causes.

**4. INDEPENDENT CONTRACTOR** - Client is engaging Consultant as an independent contractor, and not as an agent, employee, director or partner of Client. The parties agree that this Agreement does not establish a joint venture, employment or agency relationship. Nothing contained in this Agreement or any action by Consultant shall be construed to impose a fiduciary duty on Consultant or create a fiduciary relationship

between Consultant and Client or between Consultant and any third party.

**5. LIMITATIONS ON RESPONSIBILITY** - Consultant shall not be responsible for the acts or omissions of Client, Client's other consultants, contractors, subcontractors, their agents or employees, or other persons performing work or services on the Project. Consultant shall neither have control over nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work by any other person on any Project site. Consultant shall not be responsible for Client's or other employers' implementation of or compliance with its, their or others' safety programs, or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precautions associated therewith, or for the coordination of any of the above, nor shall Consultant be responsible for the adequacy or completeness of any of the above safety programs, procedures or precautions.

**6. APPLICABLE LAWS** - Consistent with Consultant's Standard of Care, Consultant's Services shall endeavor to comply with all applicable laws, rules, codes, regulations and orders of applicable governmental or public authority having jurisdiction over the Project in force at the time of Consultant's performance of the Services.

#### **7. TERMINATION/SUSPENSION OF SERVICES**

a. For Convenience. This Agreement may be terminated by either party upon not less than fourteen (14) days' written notice for such party's convenience and without cause. In the event that Client requests termination of the Services prior to completion of the Services, such notice shall state the reason(s) for termination. Consultant reserves the right to complete such records as are necessary to place its files in order and, where considered necessary by Consultant to protect its professional reputation, to complete a report on the Services performed to the date of termination. If the Project is cancelled prior to completion or suspended by Client for more than sixty (60) days, Client shall pay and reimburse Consultant for services rendered and costs incurred up to and including the date of termination. If the payment terms are based upon a fixed fee price, then Consultant shall be paid on a pro rata basis in proportion to the contract price based on the level of effort expended up to and including the date of termination, as invoiced by Consultant.

b. For Cause. This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In addition, if Client fails to make payments when due or otherwise is in breach of this Agreement, Consultant may, at its option, suspend performance of Services upon five (5) calendar days' notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages as a result of such suspension

APRIL 12, 2021.KSC

caused by any breach of this Agreement by Client. Upon payment in full by Client after a suspension, Consultant shall resume Services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. If Client still fails to make payment or otherwise cure the breach following a suspension of Services, Consultant may terminate this Agreement upon an additional seven (7) days' notice.

**8. PAYMENT**

a. No deductions shall be made from Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which Consultant has been adjudged to be liable. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within fifteen (15) calendar days of receipt of the invoice. Failure to notify Consultant within the specified period will constitute a waiver of any claim with respect to the content or accuracy of the invoice, as well as constitute acceptance of the Services provided. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute with supporting documentation and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that is not resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved thereafter in accordance with the Dispute Resolution provision of this Agreement.

b. Reimbursable Expenses include the actual expenses incurred directly or indirectly in connection with the Services, such as those for: travel, including transportation and associated expenses; printing and reproduction of Project related documents including reports, specifications, drawings, Project administration documents and correspondence; filing and permit fees; renderings, models, and mock-ups required for the Services; all state and local taxes (except U.S., state, local income taxes or payroll taxes); delivery and courier services; and Project materials including photographic film and processing. Except as otherwise specified, reimbursable expenses will be billed at cost plus 15%. If requested as part of the billing information, detail of charges showing the date, amount and type of each charge will be included as a part of the invoice. Copies of time sheets and expense reports will not be provided since they may also contain confidential information related to other clients.

**9. ADDITIONAL SERVICES** - Additional Services of Consultant, not specifically included as part of the Scope of Services defined in the attached Proposal shall be mutually agreed upon in writing by Client and Consultant prior to commencement of such Additional Services. The Consultant shall be entitled to an increase in compensation or time or both for performance of the Services where any changes are required or made to the scope of the Services to the extent that such changes do not arise from the negligence of the Consultant. The Consultant shall not be required to perform any Services related to a change unless the parties have agreed on the amount of or the basis for calculating the time and compensation associated with such change.

**10. INFORMATION PROVIDED BY CLIENT** - On Consultant's request, Client shall furnish services of other consultants, information, and reports as reasonably necessary for the performance of Consultant's Services. The services, information, and reports requested shall be furnished at no expense to Consultant. Consultant shall be entitled to rely upon, but shall not be responsible for, the accuracy,

completeness, and timeliness of services, information, and reports furnished by Client and Client's consultants.

**11. INDEMNIFICATION**

a. Consultant agrees to indemnify and hold Client harmless from and against all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligent acts, errors or omissions or willful misconduct of Consultant. This obligation shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's other agents, other servants, or other independent contractors, including the contractor, subcontractors of contractor or other consultants, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons.

b. Client agrees to indemnify and hold Consultant harmless from and against all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees and costs of defense), to the extent they are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligent acts, errors or omissions or willful misconduct of Client.

c. Neither party shall have an upfront duty to defend the other in connection with the indemnification obligations above.

**12. INSURANCE**

a. Consultant shall provide Certificates of Insurance and maintain, for the duration of this Agreement, the following insurance coverage:

Workers' Compensation	Statutory Amount
General Liability	\$1,000,000 per occurrence
Employer's Liability	\$1,000,000 per occurrence
Professional Liability (E&O)	\$1,000,000 per claim / aggregate

b. Client shall be responsible for purchasing and maintaining its own liability and property insurance.

c. Client and Consultant waive all rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder.

**13. SOLE REMEDY** - It is intended and agreed by the parties to this Agreement that Client's obligations and Consultant's Services in connection with the Project shall not subject Client's or Consultant's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with this Project; and therefore any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement, which shall be the sole remedy for any dispute hereunder.

**14. LIMITATION OF LIABILITY**

a. THE CLIENT AND CONSULTANT HAVE DISCUSSED THE RISKS AND BENEFITS OF THE PROJECT AND THE COMPENSATION TO BE PAID TO CONSULTANT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT EXPRESSLY AGREES, FOR ITSELF AND ANYONE CLAIMING BY, THROUGH OR UNDER IT, THAT THE LIABILITY OF CONSULTANT, ITS SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT,

STRICT LIABILITY, INDEMNITY OR OTHERWISE, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR CONSULTANT'S PROFESSIONAL SERVICES, SHALL NOT EXCEED THE FEE PAID TO CONSULTANT. NEITHER CONSULTANT NOR THE CLIENT WILL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE, LOSS OF USE OR OTHER OPPORTUNITY, LOSS OF GOODWILL OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES. Client acknowledges that (i) without the inclusion of this limitation of liability provision, Consultant would not have performed the Services; (ii) it has had the opportunity to negotiate the terms of this limitation of liability as part of an "arm's-length transaction"; (iii) the limitation amount may differ from the amount of professional liability insurance required of Consultant under this Agreement; and (iv) the limitation of liability provision is merely a limitation, and not an exculpation, of Consultant's liability.

**15. NO THIRD-PARTY BENEFICIARIES** - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant.

**16. ASSIGNMENT** - This Agreement shall be binding upon Client and Consultant and their respective successors, assigns, and legal representatives. Neither party shall transfer or assign any rights or obligations under or interest in this Agreement without the prior written consent of the other party; provided, however, that Consultant may assign its rights and obligations under this Agreement without the consent of Client if such assignment is to a subsidiary, affiliate or successor in connection with a "Change of Control" and provided that such assignee shall expressly assume the obligations under this Agreement. As used in this section, a "Change of Control" shall mean (i) a merger, consolidation or similar transaction providing for the acquisition of the direct or indirect ownership of more than fifty percent (50%) of a party's interests in the company, or (ii) the sale of all or substantially all of a party's assets.

**17. CONFIDENTIALITY** - In the event Consultant or Client receives Confidential Information (as defined below) from the other party, whether disclosed in writing or verbally, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services solely and exclusively for the Project, or (3) its consultants whose contracts include similar restrictions on the use of confidential information. As used herein, "Confidential Information" shall mean information relating to the other party or its business and which is specifically designated by the disclosing party as "confidential". These provisions shall not apply to information in whatever form that is in the public domain, was previously known to and/or generated by Consultant, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim.

**18. OWNERSHIP OF INTELLECTUAL PROPERTY AND DELIVERABLES**

a. All rights to patents, trademarks, copyrights, and trade secrets (hereafter, "**Intellectual Property**") owned by Consultant, as well as any modifications, updates or enhancements made to such Intellectual Property during the performance of the Services, shall remain the exclusive property of Consultant throughout the world in perpetuity, and

except as necessary for the license to use and reproduce the Deliverables set forth in 18.c. below, Consultant does not grant Client any right or license to such Intellectual Property.

b. All concepts, drawings, plans, designs, reports, field data, field notes, calculations, processes, graphic representations, electronic media, estimates, records, memoranda and all other documents, information, products and works prepared by or on behalf of Consultant, its employees, sub-consultants or sub-contractors for or related to the Services, (collectively, "**Deliverables**"), including all Intellectual Property therein and thereto, shall remain the property of Consultant. Consultant shall be deemed the sole and exclusive author and owner of the Deliverables and shall retain all common law, statutory and other reserved rights, including copyrights, throughout the world in perpetuity.

c. Upon execution of this Agreement, Consultant grants to Client a nonexclusive, limited and revocable license to use and reproduce the Deliverables solely for purposes of designing, administering, using and maintaining the Project, provided Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client agrees that all Deliverables furnished to the Client or its agents, which are not paid for in a timely manner, will be returned upon demand and will not be used by Client for any purpose whatsoever.

d. Except for the license granted above, no other license or right shall be deemed granted or implied. Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Consultant.

e. Client shall not use, reuse or adapt the Deliverables in connection with extensions of the Project or for any other project, unless Client obtains the prior written agreement of Consultant. Any unauthorized use, reuse or modifications of the Deliverables shall be at Client's sole risk and without liability to Consultant, and Client agrees to defend, indemnify and hold harmless Consultant from all claims and damages arising out of or purported to arise out of the unauthorized use, reuse, or modification of the Deliverables.

**19. CERTIFICATE OF MERIT REQUIREMENT** - The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the state where the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

**20. GOVERNING LAW, VENUE, AND JURISDICTION** - This Agreement shall be governed by the laws of the State of Maryland, and the state and federal courts in the State of Maryland shall be the exclusive venue for any and all dispute resolution proceedings unless the parties mutually agree otherwise in writing. Client consents to personal jurisdiction of the state and federal courts in the State of Maryland.

APRIL 12, 2021.KSC

**21. DISPUTE RESOLUTION** - The parties agree to first try in good faith to settle between themselves any dispute arising out of or related to this Agreement ("Dispute"). In the event a Dispute between the parties is not resolved within thirty (30) days by direct discussions between the parties, the parties agree to submit the Dispute to non-binding mediation conducted by the American Arbitration Association or such other mediation service upon which the parties agree. In the event the parties are not able to resolve the Dispute by mediation, either party may elect to have the pending Dispute resolved by arbitration in accordance with the procedural rules of the American Arbitration Association as presently published and existing. Unless otherwise agreed, the arbitration proceeding shall take place in the state where the project is located. The cost and expenses of the arbitrator(s) shall be shared equally by the parties. Each party shall be responsible for its own costs and expenses in presenting the Dispute for arbitration. The parties agree to be bound by the decision of the arbitrator(s) and the award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY DISPUTE.** In any event, the maximum amount recoverable by Client will not exceed the amount or include the types of damages waived in the Limitation of Liability provision above.

**22. OPINIONS OF COST** - When included in Consultant's scope of Services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.

**23. ENVIRONMENTAL CONDITIONS, FIRES & ACTS OF TERRORISM**

a. For purposes of this section, "Environmental Conditions" means the presence at the Project site of hazardous wastes, hazardous substances, asbestos, asbestos-containing materials ("ACM"), suspected asbestos-containing materials ("SACM"), polychlorinated biphenyls, lead, lead-based paint, urea-formaldehyde-containing materials, mold, biohazards, biological agents, radioactive materials, or any other hazardous or toxic substances as defined by any federal, state, or local statute, regulation, code, or ordinance. Client acknowledges that Consultant shall have no responsibilities or duties relating to the identification, discovery, presence, handling, removal, abatement or disposal of, or exposure (including exposure assessment or control) of persons to, Environmental Conditions in any format the Project site, including any ACM or SACM located at or transported from the Project. Client acknowledges that it accepts responsibility for notifying the appropriate state and local Environmental Protection Agency and the United States Environmental Protection Agency for any ACM or SACM delineation, demolition, construction or repair work. Client further acknowledges that it accepts responsibility for any inspection required by the National Emissions Standards for Hazardous Air Pollutants ("NESHAP"), or any related state-delegated authority.

b. In no event shall Consultant be held liable or otherwise responsible for preventing any financial or physical damage, resulting from acts of terrorism or fires ensuing therefrom, including, but not limited to, chronic or acute injuries relating thereto (or arising out of), subsequent remedial activities undertaken relating thereto, or any other event or consequence thereof, associated countermeasures pursued or implemented by any federal, state, or local government representatives, or any of their contractors, or subcontractors, or any other public or private party in any way connected with addressing or dealing with anything covered by the Scope of Services, including, without limitation, acts of terrorism and fires ensuing therefrom.

**24. RESPONSIBILITY FOR CODE COMPLIANCE** - Where the Services include the provision of code compliance consulting services, Consultant, in exercising its professional judgment consistent with the Standard of Care, will endeavor to perform the Services in accordance with applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders and codes relating to the design, construction, use and/or occupancy of the Project (collectively "Governmental Requirements") in effect as of the date of completion of the Services. Such Governmental Requirements may include, for example, fire protection, life safety, building occupancy, accessibility or the Americans with Disabilities Act, as applicable to the Services. Client acknowledges and agrees that interpretation of Governmental Requirements by the authority or official having jurisdiction ("AHJ") may vary and may be subject to change even after completion of the Services. In performing the Services, Consultant shall be entitled to rely on initial interpretations provided by the AHJ. If, after completion of the Services, any modification or amendment to the construction documents (or other related documents) is required because of a subsequent interpretation of the Governmental Requirements by the AHJ, Consultant shall not be liable for any consequences resulting therefrom; provided, however that Consultant shall make the required modification or amendment as an additional service and shall be entitled to compensation for such additional service at the hourly rates set forth in the Proposal, or as otherwise agreed by the parties in writing.

**25. ETHICS AND CONFLICTS OF INTEREST** - Both parties shall perform their obligations with integrity, including but not limited to:

a. Conflicts of interest shall be avoided or disclosed promptly to the other party.

b. Neither party has conducted or shall engage in any transaction or dealing with any prohibited person in violation of the U.S. Patriot Act or any OFAC rule or regulation.

c. Both parties shall comply with all regulations of the Foreign Corrupt Practices Act ("FCPA"), other applicable United States laws, and other applicable foreign laws (including, but not limited to the OECD Convention on Combating Bribery of Foreign Public Officials) relating to the soliciting and performing work in foreign countries.

d. Neither party shall receive any contingent fees or gratuities to and from the other party, including their agents, officers, employees and sub consultants or others to secure preferential treatment.

**26. ANTI-RAIDING PROVISION** - During the duration of the Services for the project provided for under this proposal agreement, and for a period of one (1) year after the completion of or termination of such Services, the Client shall not solicit, offer employment to, otherwise attempt to hire, or

assist in the hiring of any employee or officer of the Consultant or any of its Affiliates who worked on the project; (ii) encourage, induce, assist or assist others in inducing any such person to terminate his or her employment with the Consultant or any of its Affiliates; or (iii) in any way interfere with the relationship between the Consultant or any of its Affiliates and their employees.

**27. EQUAL EMPLOYMENT** - Consultant believes in the principles of equal employment opportunities and encourages a diverse workplace. Consultant does not discriminate in employment against any individual on the basis of race, sex, age, religion, disability, sexual orientation, national origin, ancestry, citizenship status, veteran status, Vietnam-era status, or any other protected status. Both parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Both parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime

contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**28. ENTIRE AGREEMENT** - This Agreement and corresponding Proposal represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing and signed by both parties. All obligations between the parties, including any limitations upon liabilities, shall survive the completion of the Services and any earlier termination of the Services or this Agreement. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such term, condition or provision will be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall not be affected but shall instead remain valid and fully enforceable.

**29. SEVERABILITY** - The parties herein acknowledge and agree that in case any provision in this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[Remainder of page left intentionally blank]

APRIL 12, 2021.KSC