

DRAFT

RESOLUTION NO. R26-68

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. IN THE AMOUNT OF \$80,400 FOR A WATER TREATMENT PLANT PILOT STUDY; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, HDR Engineering, Inc. is the selected Columbus Water Master Plan and Rate Study engineer, and

WHEREAS, HDR Engineering, Inc. will provide additional professional engineering services in connection with the south water treatment plant project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that professional services agreement with HDR Engineering, Inc. in the amount of \$80,400 for a water treatment plant pilot study, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the Mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: April 28, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: South Water Treatment Plant Pilot Study

RECOMMENDATION:

I recommend reallocating funds and approval of the Agreement between Owner (City) and HDR Engineering for Professional Services for the South Water Treatment Plant Pilot Study in the lump sum amount of \$80,400.

DISCUSSION:

The 2024 Columbus Water Master Plan addressed the high levels of manganese in the City's drinking water and the recommended approach to provide partial treatment in the form of a greensand filtration system. This pilot plant study is to assess the effectiveness of greensand filter media to achieve enhanced manganese removal at the South Water Treatment Plant, and to identify expected filter loading rates, head loss characteristics and backwash requirements. The pilot plant study would need to be reviewed by the Nebraska Department of Water, Energy and Environment and used in the design of the facility.

The South Water Treatment Plant is next on the Water Rate Study List after Well No. 20. The pilot plant study would begin immediately upon receipt of notice to proceed and be completed by the end of August or first of September.

FISCAL IMPACT:

\$80,400 reallocated funds from 2025-2026 budget CIP 25-67 in the amount of \$3,200,000. The North Well No. 20 construction bids were good and came in under budget. It is estimated that the North Well No. 20 expenses will be about \$2,300,000 leaving the excess for reallocation of Water Division needs and services.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Chuck Sliva

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

**HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
WATER TREATMENT PLANT PILOT STUDY**

THIS AGREEMENT is made as of this _____ day of May, 2026, between City of Columbus, Nebraska (“OWNER”) a municipal corporation, with principal offices at 2500 14th Street, Suite 3, Columbus, NE, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Water Treatment Plant Pilot Study (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of - lump sum. The amount of the lump sum is eighty thousand, four hundred Dollars (\$80,400.00).

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER’S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER’S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF COLUMBUS, NEBRASKA
“OWNER”

BY: _____

NAME: James Bulkley

TITLE: Mayor

ADDRESS: 2500 14th Street
Columbus, NE 68601

HDR ENGINEERING, INC.
“ENGINEER”

BY: *Ann Williams*
Ann Williams (04/16/2026 08:41:02 CDT)

NAME: Ann E. Williams, P.E.

TITLE: Senior Vice President

ADDRESS: 1917 South 67th Street
Omaha, NE 68106

APPROVED AS TO FORM
BY _____
CITY ATTORNEY

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The 2024 Columbus Water Master Plan evaluated options to address the high levels of manganese in the City’s drinking water. The recommended approach is the use of Greensand Filtration. The Nebraska Department of Water Environment and Energy (NDWEE) requires completion of pilot testing to confirm the proposed treatment process achieves the desired treatment goals.

The scope of work is for the completion of a pilot study to assess the effectiveness of greensand filter media to achieve enhanced manganese removal at the South Water Treatment Plant, and to identify expected filter loading rates, headloss characteristics and backwash requirements.

Items of Work

1. Coordinating the rental and delivery of the pilot system equipment.
2. Planning the filtration system pilot testing protocol and approach.
3. Coordinating with NDWEE to obtain approval of the pilot protocol and approach.
4. Providing the City with operational assistance during pilot testing and advising on changes to testing conditions.
5. Evaluating collected data and summarizing the findings.
6. Preparation of a technical memorandum that summarizes the findings and provides recommendations for the treatment plant modifications for NDWEE review and approval.

Key Understandings:

1. All travel will be in proximity to the City of Columbus, Nebraska.
2. All meetings and presentations will be at the City’s offices or on site.
3. Pilot study is for manganese treatment.
4. HDR will coordinate the delivery of the pilot study equipment to the South Water Treatment Plant.
5. HDR will pay costs for pilot equipment rental from Kurita, not to exceed \$40,000. Kurita will be a subcontractor to HDR.
6. Pilot equipment is assumed to be skid mounted and set up within existing South Water Treatment Plant.
7. Total pilot testing assumed to be no longer than seven (7) weeks of operation, in addition to one week of startup and training. A contract amendment will be requested if it is determined during pilot testing that it would be necessary or desirable to extend the pilot duration beyond 7 weeks.
8. Two (2) filter columns with different filter medias will be piloted simultaneously.

- One column will include 24 IN depth of Greensand Plus and 12 IN depth of anthracite media.
 - One column to include 24 IN depth of alternate primary media and a 12 IN depth anthracite.
10. OWNER will perform work related to the installation of the pilot equipment or hire a contractor to perform this work. Installation activities anticipated to include the following: Off-load pilot equipment upon arrival, installation of pilot equipment, suction and discharge pipe installation, installation of electrical services, and installation of backwash system and chemical feed system if applicable (pumps, tanks, instrumentation, and piping).
 11. Owner staff will operate the pilot equipment in accordance with the Pilot Test Protocol.
 12. Lab costs for water sample analyses will be paid for directly by OWNER, if beyond those analyses self-performed by OWNER.
 13. OWNER will perform work related to decommissioning the pilot equipment or hire a contractor to perform this work. Decommissioning activities anticipated to include the following: disconnect pilot equipment from existing unit processes and remove piping; preparation of the pilot units for shipment; and loading of pilot equipment in truck for return to pilot equipment supplier.
 14. The scope of work does not include preliminary or final design of the water treatment improvements.
 15. Weekly coordination meetings will be held virtually.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

TASK SERIES 100 – PROJECT MANAGEMENT

Objective: Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; and overall project management.

HDR Activities **110 – Project Management**

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.

TASK SERIES 200 – INFORMATION REVIEW AND PILOT PLANNING

Objective: Collect information and data to use as a basis to define the Filtration System Pilot Testing objectives and procedures.

HDR Activities **Task 210 - Gather / Review Background Information**

- Obtain information on existing facilities and processes needed for the Filtration System Pilot Testing.
- Define list of raw water quality parameters that should be sampled to provide background information.

Task 220 – Pilot Equipment Supplier Coordination

- Coordinate pilot unit requirements with the pilot equipment supplier.
- Finalize rental agreement with pilot equipment supplier.

Task 230 – Identify Installation Requirements for Pilot Testing

- Determine installation requirements for pilot equipment.
- Coordinate with OWNER on pilot equipment layout for installation at the existing WTP.
- Determine piping and electrical requirements for installation and operation of the pilot equipment.
- Assist OWNER in identifying piping to pilot equipment and discharge piping from pilot equipment. The pilot equipment and piping will be removed at the completion of pilot testing.
- Develop conceptual figures for installing the pilot equipment.

Task 240 – Prepare Pilot Study Protocol

- Prepare Pilot Test Protocol for manganese removal. The protocol will address testing requirements, flow rates, constituents to be tested, duration, filter backwash procedure, and site conditions.
- Coordinate with pilot equipment supplier in preparation of test protocol to solicit their input and recommendations. Incorporate information received by pilot equipment supplier.
- Meet with the OWNER to review the Pilot Test Protocol. Incorporate OWNER’s review comments in the Pilot Test Protocol.
- Submit test protocol to NDWEE for review and comment. A conference call will be held with NDWEE personnel to discuss the protocol parameters and objectives prior to submission. NDWEE review comments will be addressed and incorporated as applicable.

Deliverables: Conceptual figures demonstrating installation requirements in Task 230.
Pilot Test Protocol.
Meeting summary from conference call with NDWEE.

Task Series 300 – FILTRATION SYSTEM PILOT TESTING

Objective: Assist OWNER in conducting pilot unit testing at the South Water Treatment Plant. Pilot testing will be used to obtain operational water quality data required for state regulatory approval and establish preliminary design criteria.

HDR Activities

Task 310 – Pilot System Installation and Startup

- Coordinate with pilot equipment supplier to schedule delivery of pilot equipment to the site.
- Provide OWNER assistance during the installation of the pilot unit. Installation work to be performed by OWNER or a contractor hired directly by OWNER. The installation work is anticipated to include, but may not be limited to the following:
 - Off-load of pilot equipment upon arrival to the site.
 - Pilot unit suction and discharge pipe installation.
 - Installation of electrical services.
 - Installation of backwash system and chemical feed system, including pumps, tanks, instrumentation, and piping.
- Coordinate with pilot equipment supplier to provide training to OWNER's operations staff. HDR will attend a portion of the training and provide additional training and guidance for overall pilot system operation and pilot testing protocol, if necessary.

Task 320 – Services During Pilot System Operation

- Provide input to OWNER staff operating the pilot system. OWNER staff will operate the filtration system pilot unit in accordance with the Pilot Test Protocol.
 - Teleconference with OWNER personnel weekly to review testing progress. HDR will advise OWNER on changes recommended in the data collection program and on operation of the pilot system, as appropriate.
 - Review pilot unit operational data provided by OWNER on a weekly basis.
 - Respond to OWNER questions.
 - OWNER will collect and analyze water quality samples or send to an outside laboratory identified by OWNER and HDR for analysis.
 - One visit to site for pilot testing troubleshooting, if necessary.
- Coordinate with pilot equipment supplier during operation of the system.

Task 330 – Prepare Pilot Study Report

- Prepare Pilot Study Report summarizing the results of the work.
- Written report will include the following:
 - Description of the procedures
 - Test results
 - Significant observations
 - Conclusions

- Filter media design criteria
- Recommendations
- Meeting with the Owner to review Pilot Study Report.
- Submit Pilot Study Report to NDWEE for review and approval.

Deliverables: Weekly review of pilot system operational data and recommended changes in data collection program or pilot system operation, if any.
 Pilot Study Report.
 Responses to NDWEE review comments on Pilot Test Report, if any.

PART 3.0 OWNER’S RESPONSIBILITIES:

OWNER will be responsible for the following as identified in the above Scope of Work:

1. Offloading pilot study equipment and completing the installation of the equipment.
2. Operation of the pilot study equipment in accordance with the Pilot Test Protocol.
3. Lab costs for water sample analysis.
4. Reporting the test results to HDR on a timely basis.
5. Decommissioning of the pilot equipment.
6. Participation in weekly progress meetings.

PART 4.0 PERIODS OF SERVICE:

| | |
|-----------------------------------|-----------------|
| Notice to Proceed | May 5, 2026 |
| Pilot Test Initiation | June 1, 2026 |
| Pilot Test Completion | July 27, 2026 |
| Pilot Test Report NDWEE Submittal | August 28, 2026 |

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party.