RICK

520-795-1000
rickengineering.com

3945 E. Fort Lowell Road #111
Tucson, AZ 85712

SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

SENT VIA E-MAIL
Meredith@sefd911.org

10 November 2026

Mr. Marc Meredith
SONOITA-ELGIN FIRE DISTRICT
3173 AZ-83
Sonoita, Arizona 85637

SUBJECT: FIRE RESOURCES FACILITY – PHASE 1 – ELGIN-CANELO ROAD, ELGIN, ARIZONA
PROPOSAL FOR PROFESSIONAL SERVICES

Dear Marc:

Based on our email correspondences, Rick Engineering Company (hereinafter "RICK") is pleased to submit this Professional Services Agreement Fee Proposal to perform professional civil engineering services for the above referenced project to SONOITA-ELGIN FIRE DISTRICT (hereinafter "CLIENT").

Based on our Meeting and information sent through email coordination; it is our understanding that:

The proposed project is the development of a new Fire Resources Facility & Future Operations Campus for Sonoita-Elgin Fire District on a 3-acre parcel, Santa Cruz County APN 108-19-103, located near Elgin and Canelo Road, in Elgin, Arizona. The project envisions developing the Fire Resources Facility - Future Operations Campus as a long-term public safety asset supporting wildland and structural firefighting, emergency medical response, equipment pre-positioning, emergency water supply, and future operational needs. The approximately three-acre property will be developed incrementally through a multi-year Capital Improvement Program as District resources, grants, partnerships, and other funding opportunities become available.

The aforementioned development is planned to be completed in four phases:

Phase 1 - Site Readiness involves surveying, engineering, utility coordination, permanent site entrance, initial gravel access, limited site preparation, drainage/erosion planning, future utility corridors, and site identification.

Phase 2 - Fire Water Supply Infrastructure involves production well, electrical service for water equipment, pump and controls, one approximately 20,000-gallon above-ground tank, foundation, apparatus fill connection, and associated piping.

Phase 3 - Operational Support Facilities involves expanded apparatus/equipment staging, wildland pre-positioning, covered storage, small diesel fueling capability, security, lighting, and communications/monitoring. SEFD Fire Resources Facility | Future Operations Campus | Vendor/Partner Outreach Package | Version 1.1 - August 2026

Phase 4 - Future Operations Campus involves landing zone, expanded emergency staging, additional water storage, emergency power, communications, training/support facilities, and other operational improvements identified through future planning.

This proposal provides services involved with the Phase 1 development and RICK has developed the following scope of services necessary to successfully complete the Phase 1 development:

I. SCOPE OF WORK AND FEES:

A. PROJECT MEETINGS AND COORDINATION

This scope of work will cover the effort to attend and/or facilitate team meetings (on location or virtual) during the design phase to advance the project at the request of CLIENT. The effort covered here would include, but not be limited to, required weekly/bi-weekly meetings, milestone meetings, general project review meetings, and/or working sessions if it is deemed such meetings are necessary by CLIENT. It is proposed that this work be invoiced on a Cost Reimbursable Basis, with a Not-to-Exceed fee as stated. Should the Not-to-Exceed fee be expended, RICK will continue work on this scope item on a time and materials basis and, if requested by CLIENT, can provide a revised Not-to-Exceed fee for the additional effort.

Fee (T&M, Not-to-Exceed) $7,500.00

B. BOUNDARY SURVEY

RICK will conduct a boundary survey for the property. Work includes establishing horizontal and vertical control, field work, identification of boundary markers, analysis thereof and preparation of results of survey including dimensions and features, basis of bearing and elevation statements.

RICK will perform the necessary research for the survey and work includes 1 in person trip to the Santa Cruz recorder's office. Easements will be plotted per CLIENT provided title report (not older than 60 days) and recording documents.

Said results of survey pending findings may need to will be recorded in accordance with the April 12, 2001 Arizona Professional Lands Surveyors Association (APLS) Arizona Boundary Survey Minimum Standards, as adopted by the State Board of Technical Registration on June 15, 2001, Article 3. Regulatory Provisions, Rules of Professional Conduct R4-30-301.13, **should this be required it would automatically initiate the "Property Corners and Record of Survey" extra fee shown below.**

Fee $7,500.00
Property Corners and Record of Survey Extra Fee (Optional) $2,000.00

C. AERIAL TOPOGRAPHIC SURVEY

RICK will set 4 aerial ground control points, tied to project's coordinate system and vertical datum, referenced to a published benchmark and coordinate the aerial photogrammetry subconsultant to obtain 1" = 40 scale, 1' contour interval and planimetric mapping for the project to include: contours and planimetrics (linework of existing ground features), digital terrain model and digital arial orthophoto mosaic. RICK will perform a "topo check" per ASPRS positional accuracy standards for digital geospatial data (2024) and include the accuracy statement with the deliverable.

The delivery includes producing a digital ortho-rectified georeferenced aerial image with a photo pixel resolution of +/- 0.25 ft. (1" = 40' intended usage scale) using color stereo photography. The orthorectification process minimizes vertical ground distortion yielding the same horizontal accuracy as the topographic mapping.

Fee $5,800.00

D. TOPOGRAPHIC DESIGN SURVEY

For select areas, RICK will conduct supplemental topographic design survey and has included 1 day of work. RICK will locate topography/hardscape, within the project limits including adjacent rights-of-way, to include buildings & associated FFE's (finished floor elevation), edge of paving, curbs, walks, walls, fences, visible evidence of surface utilities, site culture, signage, and the location, rim and invert elevations from the nearby sewer manholes and drainage facilities (within 50' of the property limits).

No attempt will be made to locate underground utilities through induction, GPR, pot holing, excavation or any other means.

Fee $2,200.00

E. CONCEPTUAL SITE PLANNING SUPPORT

RICK will provide Conceptual Site Planning Support for the project to develop the layout of the project area to best suit the needs of CLIENT. This task includes RICK's support to the design team to vet the site specifics as proposed and provide input as to the particulars of the site engineering design that will comply with local Codes and Ordinances. This scope includes providing up to two conceptual layout schemes. Should additional layouts be needed, RICK will continue working on this scope item on a time and materials basis and, if requested by CLIENT, can provide a revised Not-to-Exceed fee for the additional effort.

Fee $8,500.00

F. PRELIMINARY DRAINAGE ANALYSIS

RICK will prepare a preliminary drainage study for the project based on County Standards. This study will document the existing conditions and will contain all necessary calculations to demonstrate compliance with the County requirements and provides all recommendations for grading design and drainage improvements.

Fee $8,000.00

G. CONCEPTUAL GRADING AND DRAINAGE DESIGN

RICK will prepare a Preliminary Grading Study for the proposed development based on the conceptual site layout and the restrictions of the County Zoning Code. This Study will indicate the existing topography, proposed contours and the proposed grades for the building pads and parking areas. This Study is intended to provide the basis for the final grading design on the site and will assist in your evaluation of the anticipated project costs as they relate to the grading and

drainage improvement requirements for the Project. This work will also include a preliminary earthwork analysis of the preliminary grading plan.

Fee $12,000.00

H. IMPROVEMENT PLAN FOR SITE ENTRANCE

RICK will prepare a 20-scale Improvement Plan for the permanent entrance onto the site and the gravel access and process it though Cochise County Development Services Department. This Plan will include the following:

a. Engineering control for location driveways and the gravel access drive and drainage improvements, etc.
b. Existing and proposed contours at one-foot intervals
c. Finish surface and finished grade elevations

Fee $8,500.00

I. CONCEPTUAL UTILITY DESIGN

RICK will prepare the preliminary design and conceptual layout for water, sewer, electric and other utilities. We will show the preliminary location of the septic tank, leach field, well site, and water storage tank.

Fee $6,500.00

J. COORDINATION WITH UTILITY COMPANIES

RICK will assist CLIENT in coordinating with Sulphur Springs Valley Electric Cooperative (SSVEC) and requesting preliminary design for electrical services to the site. It is proposed that this work be invoiced on a Cost Reimbursable Basis, with a Not-to-Exceed fee as stated. Should the Not-to-Exceed fee be expended, RICK will continue work on this scope item on a time and materials basis and, if requested by CLIENT, can provide a revised Not-to-Exceed fee for the additional effort.

Fee (T&M, NTE) $3,500.00

K. PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

RICK will prepare a Preliminary Opinion of Probable Construction Cost for the project, based on the conceptual design for the project. The Opinion will include the grading, utility, drainage and paving improvements necessary to construct the phase 1 development. It is proposed that this work be invoiced on a Cost Reimbursable Basis, with a Not-to-Exceed fee as stated. Should the Not-to-Exceed fee be expended, RICK will continue work on this scope item on a time and materials basis and, if requested by CLIENT, can provide a revised Not-to-Exceed fee for the additional effort.

Fee (T&M, NTE) $3,500.00

RICK shall perform the above-mentioned Base Scope Items **A, J, and K** for a not-to-exceed fee of **$14,500.00**. RICK shall perform the above-mentioned Base Scope Items **B thru I** for a lump sum fee of **$59,000.00**. Should any of the optional scope items be requested/required, the contract fee shall then be adjusted based on the stated fee for the additional item.

II. EXCLUSIONS:

The following items are specifically excluded from the Scope of Work and budget and, if required, will either be prepared by others or be covered by separate agreements between RICK and CLIENT:

1. Structural designs of any nature
2. Design of gas, electric, cable TV, fiber optic, and telephone utilities
3. Soils engineering or reports
4. Title reports
5. Design of septic systems and leach fields
6. Design of water wells, well sites, water storage tanks, or water distribution systems.
7. Construction documents other than described above
8. Lighting design
9. Landscape Plans or Landscape Designs
10. FEMA analysis or processing of CLOMR or LOMR
11. Cultural or Biological Resources Evaluations and Reports
12. ALTA/NSPS Land Title Surveys.
13. Preparation of legal descriptions.
14. Location of underground utilities by induction, GPR, excavation or any other means.
15. Obtaining Flood Hazard Certificates or Letters.
16. Resolution of boundary disputes or issues.

III. STANDARD CONDITIONS:

1. Services performed at the direction of CLIENT which are not defined in the above-listed services shall be in addition to that set forth in this agreement.
2. If CLIENT desires any changes to the above scope of work, the terms and conditions indicated above are subject to revision.
3. Changes in scope or design directed by CLIENT after the start of working drawings shall amend this contract to include the amount of extra work required to bring the revised work to the same stage of completion as the original work at the time of the change.
4. Work of a general or promotional nature not connected with the actual design, approval or construction of the project is not covered by this contract.
5. Applicable hourly rates shall be as per the attached Hourly Rate schedule.
6. CLIENT shall be responsible, and pay for the following:
    a. City and other public agency fees.
    b. Title company fees.
    c. Plotting and reproduction services for reports and plan preparation and as required by public agencies, CLIENT, contractors, etc.
    d. Mileage expenses at the current IRS rate for meetings with CLIENT, Agency staff or any site visits requested by CLIENT.
7. Payment of services above shall be made by CLIENT to RICK within thirty (30) days after the date of monthly statement for work performed during the preceding month.
8. RICK does not guarantee the completion or quality of performance of contract by the construction contractor or contractors, or other third parties, nor is he responsible for their acts or omissions.

9. RICK makes no warranty, either expressed or implied as to its findings, recommendations, specifications, or professional advice except that these were promulgated after being prepared in accordance with generally accepted engineering practices and under the direction of registered professional engineers.
10. All services shall be for exclusive use of the CLIENT. All original calculations, work sheets and files shall remain the property of RICK.
11. The attached provisions of agreement are incorporated hereinto and made a part of this proposal.
12. If notice to proceed is delayed for any reason beyond sixty (60) days, it is understood by the parties that the terms and conditions contained above are subject to change.

If this Professional Services Agreement Proposal meets with your approval, please date and sign this Proposal where indicated and return a signed copy to RICK. This signed Proposal shall then become the CLIENT/RICK Professional Services Agreement for providing professional services.

Thank you for the opportunity to submit this Proposal. We look forward to working with you and to providing you with the highest level of professional services, our timely assistance and utmost dedication. Should you have any questions, please do not hesitate to contact us.

Sincerely,
RICK

Tri H. Miller, P.E., Ph.D.
Senior Project Manager

Kevin M. Hall, P.E.
Principal

Accepted by: _____ _____
Marc Meredith Date

Invoices for this project to be addressed and emailed to:

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Email (REQUIRED): _____

Contact person: _____

Please complete, sign and return a copy to RICK ENGINEERING COMPANY

RICK

Hourly Rates – Tucson Office

January 1, 2026 – December 31, 2026

Principal Consultant (Special Projects)	$ 300.00
Principal	280.00
Associate Principal	260.00
Associate/Manager	230.00
Senior Project Engineer/Manager	$ 225.00
Principal Project Engineer/Manager	200.00
Associate Project Engineer/Manager	185.00
Assistant Project Engineer/Manager	170.00
Principal Engineering Designer	155.00
Associate Engineering Designer	140.00
Assistant Engineering Designer	125.00
Principal Engineering Drafter	115.00
Associate Engineering Drafter	105.00
Assistant Engineering Drafter	95.00
Engineering Intern	85.00
Director of Public Works	$ 250.00
Principal Transportation/Traffic Designer	155.00
Associate Transportation/Traffic Designer	140.00
Assistant Transportation/Traffic Designer	125.00
Principal Water Resources Designer	155.00
Associate Water Resources Designer	140.00
Assistant Water Resources Designer	125.00
Principal Planner II	$ 200.00
Principal Planner I	190.00
Senior Planner II	170.00
Senior Planner I	155.00
Associate Planner	140.00
Assistant Planner	125.00
Principal Project Landscape Architect/Mgr	$ 195.00
Associate Project Landscape Architect/Mgr	180.00
Assistant Project Landscape Architect/Mgr	165.00
Principal Landscape/Urban Designer	150.00
Associate Landscape/Urban Designer	135.00
Assistant Landscape/Urban Designer	125.00
Expert Witness	$ 450.00
Court Appearance per half day or part	1,800.00

Survey Manager	$ 215.00
Field Supervisor	185.00
Survey Crew Chief	125.00
Survey Assistant	95.00
One-person Survey Party	165.00
Two-person Survey Party	220.00
Three-person Survey Party	300.00
3D Laser Scanning Crew Chief	195.00
3D Laser Scanning Assistant	85.00
Principal Project Surveyor/Manager	$ 185.00
Associate Project Surveyor/Manager	170.00
Assistant Project Surveyor/Manager	155.00
Principal Survey Analyst	170.00
Associate Survey Analyst	150.00
Assistant Survey Analyst	130.00
Principal Reality Capture Project Manager	$ 210.00
Associate Reality Capture Project Manager	185.00
Assistant Reality Capture Project Manager	170.00
Principal Reality Capture Specialist	155.00
Associate Reality Capture Specialist	140.00
Assistant Reality Capture Specialist	125.00
Reality Capture Scanning Technician	115.00
Drone (One-Person)	200.00
GIS Manager	$ 195.00
GIS Asset Manager	185.00
GIS Programmer	175.00
Senior GIS Analyst	165.00
Principal GIS Analyst	150.00
Associate GIS Analyst	140.00
Assistant GIS Analyst	130.00
Graphics Designer	145.00
CAD Manager	165.00
Principal Project Coordinator	$ 135.00
Associate Project Coordinator	125.00
Assistant Project Coordinator	115.00
Administrative Assistant/Manager	80.00

When authorized, overtime shall be charged at the listed rates times 1.5.
Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.
A fifteen (15) percent fee for administration, coordination and handling will be added to all subcontracted services.

STANDARD PROVISIONS AGREEMENT: ARIZONA

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. This Agreement shall be binding upon the heirs, partners, successors, executors, administrators and assigns of the Client and Consultant.

2. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, rise in the cost of living, or increase in any applicable prevailing wage during the lifetime of this Agreement, such increase shall be applied to all remaining compensation. For services provided on a time and materials or hourly rate basis, increases in the applicable rates will be reflected in the billing statement or invoice for the month following the increase.

3. Should litigation at law or equity arising out of this Agreement, including but not limited to an action for declaratory relief, be brought to enforce or interpret any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement or litigation commenced either directly or by way of a cross-complaint whether arising out of contract or tort, including a cross-complaint for indemnity, for failure or alleged failure to perform or for errors, omissions, or negligence, the prevailing party shall be entitled, in addition to any other award, to all litigation and collection expenses, any and all costs of defense, including attorney's fees, expert witness fees, witness fees and court costs and any and all other expenses incurred.

4. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services by Consultant to the project. Any agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

6. Conditions or representations, alterations, detractions from or to the terms hereof, including delineations hereon, shall not be valid unless they are in writing and signed by both Client and Consultant.

7. Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; issuance of regulations, orders or other governmental actions that limit, restrict or delay the ability of Consultant or Consultant's workforce to perform; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

8. In the event litigation is instituted under the terms and conditions of this Agreement, such litigation is to be brought and tried in the appropriate court in the state and county in which the project is located and the parties waive the right to have brought, tried in, or removed to any other county or judicial jurisdiction.

9. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including, but not limited to, the construction contractor(s), subcontractors, governmental agencies, construction managers, architects or other consultants.

10. Consultant shall only act as an advisor in all governmental relations. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals and building permits.

11. Consultant makes no warranty, either express or implied, as to the findings, recommendations, plans, specifications, or professional advice. Consultant shall perform in accordance with generally accepted engineering and/or surveying practices or standards in effect at the time of performance in the locale where the services are rendered.

12. Consultant makes no representation, guarantee, warranty, express or implied concerning estimated cost figures made in connection with maps, plans, specifications or drawings, other than that all such figures are estimates only. Consultant shall not be responsible for fluctuations in cost factors.

13. Consultant makes no representations concerning estimates of areas. Estimates of areas are estimates only and are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.

14. Client and Consultant agree to cooperate in any and every way or manner on project.

15. Consultant makes no representation, either express or implied, concerning soils or geological surveys or subsurface soil tests or general soils testing and reporting.

16. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.

17. The terms and provisions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights which the Consultant may have for the performance of services under this Agreement.

18. One or more waivers of any term, condition or covenant by a party shall not be construed as a waiver of subsequent breach of the same or any other term, condition or covenant.

19. In the event Client fails to pay Consultant promptly or within sixty (60) days after invoices are rendered, then Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all the fees, charges, and services performed to date by Consultant.

20. In the event any term, condition, covenant or provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining terms, conditions, covenants and provisions of this Agreement shall be valid and binding on the parties hereto.

21. The Client agrees it will require that the Contractor hold harmless, indemnify and defend the Client, the Architect, the Consultant and its subconsultants, and each of their officers, directors, principals, employees and agents, from any and all liability claims, losses or damages arising or alleged to arise from the performance of the work described herein, but not including the sole negligence or willful misconduct of the Client, the Architect or the Consultant or their respective subconsultants, officers directors, principals, employees and agents.

22. The Client shall indemnify and hold Consultant harmless with regard to all liability or claims of any kind, including all investigation and defense costs, connected directly or indirectly with this project, which liabilities or claims do not result from the sole negligence or willful misconduct of the Consultant.

23. Consultant has a right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed.

24. In the event work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all work, fees, deposits, charges and services provided, not to exceed any maximum amount specified herein. Client acknowledges if project work is suspended and restarts, there may be additional charges due to suspension which shall be paid by Client as extra work.

25. Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay all such additional services as extra work if authorized in writing.

26. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed fifteen (15) days after its filing. Any suspension of services made pursuant to the provisions of this Paragraph shall continue until such time as this Agreement has been fully and properly assumed or adequate assurance provided in accordance with the applicable provisions of the United States Bankruptcy Court and in compliance with the final order or judgments issued by the Bankruptcy Court.

27. If payment for Consultant's services is to be made on behalf of Client by a third party, Client agrees that Consultant shall not be required to indemnify the third party, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

28. Client agrees to purchase and maintain, during the course of construction, builder's liability special peril or other similar insurance which will name Consultant as an additional insured. Client also agrees to require the contractor or contractors to purchase and maintain liability insurance, including broad form general liability coverage, comprehensive bodily injury, broad form property damage, independent contractors insurance, completed operations and contractual liability coverage, and the exclusions for explosion, collapse or underground coverage shall be deleted; automobile including bodily injury, property damage, owned, non-owned and hired vehicles; and worker's compensation insurance including employers liability coverage, all of which shall name the Client and Consultant as additional insureds. Certificates of such insurance shall be provided to Consultant and the certificate(s) shall include provisions that the above policies are primary and non-contributory with Consultant's insurance and that coverage will not be canceled unless at least thirty days prior written notice has been given to Consultant.

29. In the event that the plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and one or more such governmental agency changes its policies, ordinances, procedures or requirements after the date of this Agreement, any additional office or field work required, shall be paid by Client as extra work.

30. Services provided within the Agreement are for the exclusive use of the Client. Nothing contained in this Agreement shall be construed to be for the benefit of any person not a party to this Agreement and no third party beneficiary rights are created.

31. All original papers, drawings, notes, documents and other work product of Consultant, and copies thereof, produced as a result of the Agreement represent professional services, shall remain the property of the Consultant, and Consultant shall retain all copyright and other ownership interests. Client shall have a nonexclusive license to use Consultant's work product and any items in which Consultant maintains ownership and/or copyright interest so long as all fees to be paid under this Agreement have been paid. Any nonexclusive license Client obtains under this Agreement terminates upon the termination of this Agreement. Consultants work product may be used by Consultant without consent of the Client.

32. In the event that any changes are made in the plans and/or specifications by the Client or persons other than the Consultant, and such changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes and agrees to defend, indemnify and hold Consultant, its officers, directors, principals, agents and employees harmless from and against all claims, demands, damages or costs arising from the changes.

33. Client agrees not to use or permit any other person to use plans, drawings or other work product prepared by Consultant, which plans, drawings or other work product are not signed and stamped or sealed by Consultant and/or are not final. Client agrees to be liable and responsible for any use of non-final plans, drawings or work product or plans, drawings or work product not signed, and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings and other work products are for the exclusive use of Client and may be used by Client only for the project described in this Agreement.

34. In the event that any staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of re-staking shall be paid for by the Client as extra work. If the scope of services provided for pursuant to this Agreement does not include construction staking by Consultant, Client acknowledges that changes, clarifications, adjustments and modifications may be necessary because of changed field or other conditions. Client will indemnify and defend Consultant for construction staking by others and from claims arising from changes, clarifications, adjustments and modifications which may be necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of Consultant.

35. Questions concerning location or changes in construction stakes or questions concerning information on plans and specifications must be called to the attention of the Consultant upon discovery and before corrective remedy.

36. The Consultant shall be notified 24 hours in advance, so that he may check forms, for grade and alignment only, prior to the pouring of concrete for cast-in-place concrete structures, thrust blocks, electrical boxes, bridge abutments or piers, or any similar structures staked by Consultant. Consultant can assure compliance to proper grade and alignment only when it has been advised to check in advance.

37.(a) If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of engineering drawings but exclude construction staking services, Client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Chapter 70 and/or other statutes, ordinances or laws, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this Agreement for such services as extra work.

(b) If the scope of services to be provided by Consultant pursuant to the terms of the Agreement, include construction staking services, but exclude the preparation of the engineering drawings to be used for construction and construction staking, Client acknowledges the coordination of civil engineering services and the preparation of as-built drawings as required by statute, ordinance or law may require the retention by Client of another consultant or the original consultant responsible for the design, or pay Consultant pursuant to this Agreement for such services as extra work. Client acknowledges that if Consultant is retained to prepare as-built drawings of plans prepared by others, Client will indemnify, defend and hold Consultant harmless from any and all liability in connection with the plans and specifications prepared by others, and the performance of work by Consultant on this project as set forth in Paragraph 44.

38. In the event Client discovers or becomes aware of apparent errors or omissions, field conditions or discrepancies during the construction phase of the project, which apparent errors or omissions, field conditions or discrepancies are resolvable by Consultant, Client agrees to notify Consultant and engage Consultant to resolve the problem before construction activities commence or further construction activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which require the contractor to notify Client of any such apparent errors or omissions, field conditions or discrepancies so that Client may, in turn, notify Consultant pursuant to the provisions of this Paragraph.

39. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and other fees and deposits, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

40. All fees and other charges will be billed monthly as the work progresses and the net amount shall be due at the time of billing.

41. A late payment CHARGE will be computed by the Consultant at the periodic rate of 1.5% per month, not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

42. Client agrees that the balance as stated on the billings from Consultant to Client are correct, conclusive and binding on the Client unless Client within forty-five (45) days from the date of receipt of such billing, notifies Consultant in writing of the particular items that are alleged to be incorrect.

43. In consideration of the Consultant's fee for services, the Client agrees that the Consultant will perform no onsite construction review, construction management, supervision of construction of engineering structures or other construction supervision for this project unless specifically contracted for; that such services will be provided by others; and that the Client shall defend, indemnify and hold the Consultant, its officers, directors, principals, agents and employees harmless from any and all liability, real or alleged, arising or resulting from the performance of construction review, construction management, supervision of construction of engineering structures or supervision by others. Further, Client acknowledges that Consultant will be unable to correct errors or omissions in the plans which customarily become apparent and resolvable during the course of construction review.

44. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. The Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability in connection with the performance of work on this project, excepting liability arising from the sole negligence or willful misconduct of the Consultant.

45. Client agrees to limit the liability of Consultant, its principals and employees to the Client, all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the Consultant, breach of contract or any other cause of action however pled to the sum of $50,000 or the Consultant's fee, whichever is greater; except that if the contract amount, including any addenda or other contracts pertaining to or covering services related to the project, exceeds $150,000, the liability of Consultant shall not exceed $150,000. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by Consultant of such limitation of liability, and to require as a condition precedent to their performing their work, a like indemnity of liability on their part as against the Consultant.

46. The Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Consultant, its principals, employees and agents if such claim, in any way, would involve the Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous materials (as defined by state, federal and/or local laws or ordinances). Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos, asbestos cement pipe, and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of the Consultant.

47. Client acknowledges that Consultant's scope of services for this project does not include any services related, in any way, to asbestos and/or hazardous waste. Should Consultant or any other party encounter such materials on the job site, or should it in any way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

48. Digital data files shall be provided to Client only if such delivery has been specified in the scope of services set forth in this Agreement. If the scope of services does not specify that digital data files shall be delivered, all costs associated with delivery of digital data files shall be paid by Client. Client agrees that all digital data files delivered by Consultant are to be used exclusively to fulfill the scope of this Agreement. Client agrees to hold Consultant harmless for any use by client of this data outside or beyond the scope of this Agreement.

49. Consultant makes the following representations as to the compatibility of digital data files:

(a) All data files are to be used with compatible hardware and software versions as used by Consultant at the time file copies were created.

(b) Consultant makes no representation as to the compatibility of any data files other than for the hardware and software versions used by Consultant to create the data files.

(c) Client agrees to hold Consultant harmless for any use of data files on any hardware or software versions other than those which were used by Consultant to create them.

(d) If Client requires or requests any special or specific file structure, format or software that is different from those used by Consultant at the time Consultant is performing the services set forth in this Agreement, unless otherwise specified in this Agreement, all costs associated with creating the file structure or format, and/or acquiring necessary software and/or hardware, shall be the responsibility of Client.

50. After the time final data files have been delivered per terms of this Agreement, Consultant will not be held responsible for maintaining copies of any digital data related to this Agreement.

51. Client agrees that if formats for deliverables of digital files are not specified in this Agreement, they will be delivered using the standards and versions of Consultant at the time of creation.

52. Client agrees not to use any digital files (drawing or data file), in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. Client waives any and all claims against Consultant resulting in any way from any changes not authorized and/or authored by Consultant and/or reuse of the drawings or data for any other project without the express written consent by Consultant. The transfer of drawings or data in electronic media or format shall not be deemed a sale, and Consultant makes no warranties, either express or implied, of merchantability or fitness for a particular purpose.

53. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, client will indemnify and save harmless the Consultant for any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible for the accuracy of the sealed drawings that accompany the submittal, and that such accuracy is defined as the care and skill ordinarily used by members of the Consultants profession practicing under similar conditions at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

54. Prior to the commencement of any legal action, in an effort to resolve any conflicts that arise during the design or construction of the project which is the subject of this Agreement, or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement, the services performed pursuant to this Agreement, or relating in any way to the project, shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Each party shall be represented at the mediation by a person or persons with the authority to bind the party to any agreement, obligation or resolution resulting from the mediation. Each of the parties agrees to include a similar mediation provision in all agreements with any other contractors and consultants retained for the project and to require such contractors and consultants to include a similar provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators, thereby providing mediation as the primary method for dispute resolution between the parties to those agreements.