

Mr. Keith Larson, General Manager
Kala Point Owners' Association
1760 Kala Point Drive
Port Townsend, WA 98368

RE: COASTAL BLUFF STUDY, KALA POINT, PORT TOWNSEND, WASHINGTON

Dear Mr. Larson:

We were pleased to meet with you and members of the Kala Point Owners' Association on September 19, 2011 to discuss the technical approach and budget for the coastal bluff study. Based on our discussion, we are here in submitting a revised scope of work and cost estimate for work in 2011 and 2012. We understand that the charges may not exceed \$35,000 over the two-year period.

The revised scope of work is presented in Attachment A and the revised cost estimate for \$34,974 is in Attachment B. It is our intention to start the work in November, such that our billings for 2011 do not exceed \$15,000.

Our fee and the terms under which our services are offered will be in accordance with the enclosed Standard General Terms and Conditions (Attachment C). Invoices for payment will be submitted to you as our client. Please sign in the space provided and return a copy of this letter, which will then serve as an agreement between us. Shannon & Wilson, Inc. has prepared the enclosed "Important Information About Your Geotechnical Proposal" to assist you and others in understanding the use and limitations of our proposals.

We look forward to working with you on this study. Please sign on appropriate line below to authorize our work. If you have any questions, please don't hesitate to contact me at 206-695-6891.

Sincerely,
Shannon & Wilson, Inc.



William T. Laprade, LEG
Senior Vice President

Attachment A – Revised Scope of Work
Attachment B – Revised Cost Estimate
Attachment C – Standard General Terms and Conditions
Attachment D – Important Information About Your Geotechnical Proposal

SHANNON & WILSON, INC.

I accept the above conditions and authorize the above work to proceed.

By Richard F. Schulte
(print)

Signature Richard F. Schulte

Kala Point Owners' Association
Organization

Date 10/17/2011

Amendment TO Standard General Terms Conditions

Article 3 - Times For Rendering services
paragraph(2)

sentence (2) see Attached

Attachment A, paragraph(9) changed End Date
To Feb 15, 2012 .



Date: October 11, 2011
To: Kala Point Owners' Association

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL/ENVIRONMENTAL PROPOSAL

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

HAVE REALISTIC EXPECTATIONS.

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design, which should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

READ GENERAL CONDITIONS CAREFULLY.

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them, should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

OBTAIN CONSTRUCTION MONITORING SERVICES.

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, to conduct additional tests if required, and when necessary, to recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.

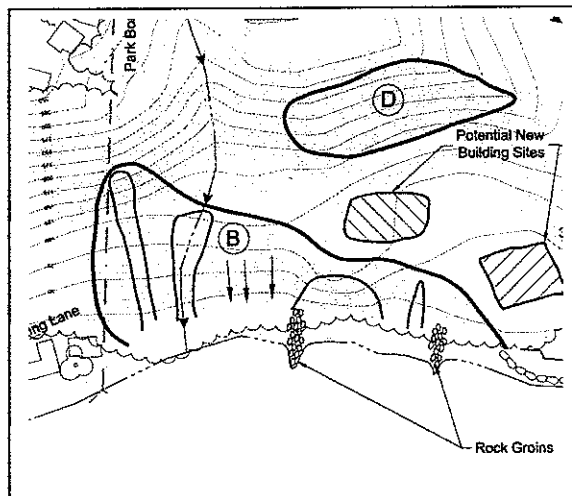
Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

The preceding paragraphs are based on information provided by the
ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland

Attachment A - Revised Technical Approach

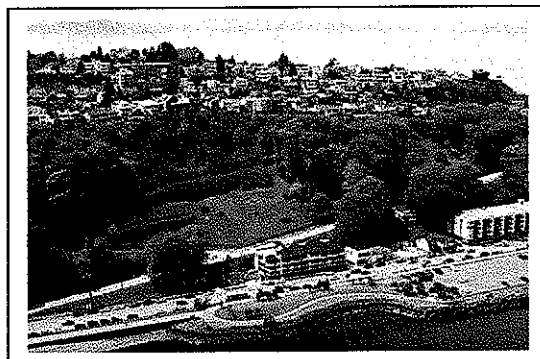
The Shannon & Wilson/ Coastal Geologic Services team agrees with the approach as outlined in the Request for Proposal (RFP) issued by the Kala Point Owners' Association (KPOA). In addition to the suggested scope of work, we have revised some of the points slightly to enhance the study, provide more efficiency, explain more details, or reduce the cost of the services. Although the professional services will be provided by two firms, it will appear seamless to the KPOA, as the two firms have worked well together in the past, and your correspondence will be with Shannon & Wilson, as the prime contact.

1. An inventory of current geotechnical and vegetation conditions will be completed for the entire bluff area. This will include landslide activity over the past 40-50 years and the existing cover of vegetation. This will involve a field reconnaissance by geologists and engineering geologists who have decades of Puget Sound landslide experience. The principals of the two firms will participate in an initial field visit to understand the lay of the land, and the detailed mapping will be carried out by experienced staff engineering geologists. This work will be recorded on a base map, as accomplished under task no. 4, and after an initial perusal of the aerial photographs, which will provide much of the historic information, as performed under task no. 6.



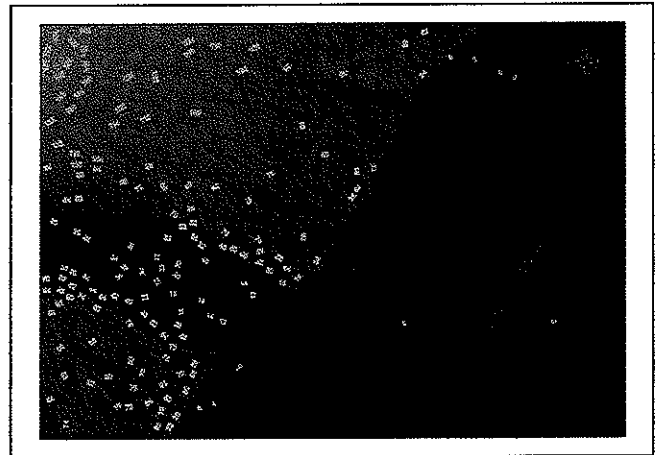
Seahurst Park, Burien

2. Slope instability is rarely attributable to a single cause. It is normally attributable to multiple contributing factors, and the landsliding along the bluff at Kala Point is no exception, in our opinion. As we have in many other coastal bluff or landslide studies, we will identify and weight the contributing factors to the bluff instability. It has been our experience that coastal bluffs can be divided into sectors that have common geologic and vegetation community characteristics that are responsible for varying types of slope failures and erosion. We would employ this experience in this task.



Alki Landslide, W. Seattle

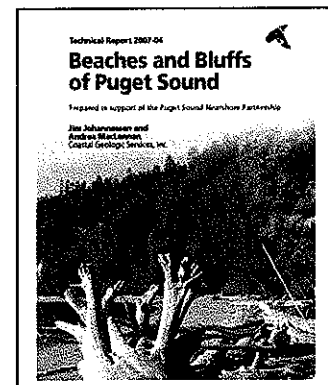
3. With the advent of LiDAR (Light Detection and Ranging), we are able to create topographic and hillshade mapping that is appropriate for this Kala Point study. A ground survey is not necessary at this stage. Our team has the in-house capability to produce quality maps, including 2-foot contours (where appropriate) at various scales. A preliminary map will be used for field mapping purposes (along with a compilation of vertical aerial photos).



Contour Map Generated from LiDAR

The same data can also be used by the GIS analyst to create a hillshade map that will give us a shaded relief representation of the coastal bluff and the upland environs. We will analyze multiple views and illuminations to gain the best insight into locations of landslides and upland topography that could be affecting the bluff stability. Geo-referenced old and new information will be placed on the map for analytical and presentation purposes.

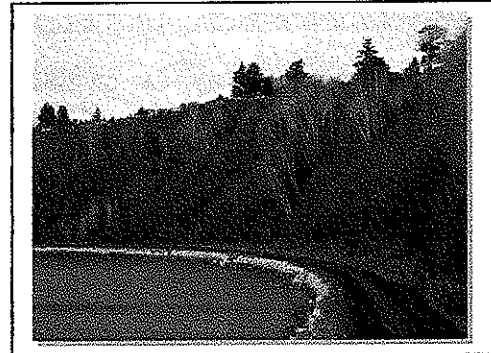
4. It is important to track the changes of the size and shape of landslides over time, so our team will photograph the bluff at low tide and assemble a composite panorama of the bluff from the beach. Each of the photograph stations will be referenced with a GPS point, so it can be replicated by the Kala Point staff either at regular intervals or following a landslide event. The initial panorama will be presented in an appendix in our report along with a table of the photo location coordinates.



CGS Technical Report

5. Historic vertical aerial photos will be collected from CGS archives, WDOT and WDNR, and the US National Archives. The goal will be to acquire approximately 4 to 5 roughly evenly spaced vertical aerial photos from between the early 1940s and the present. These will be georeferenced and landslides will be mapped in ArcGIS. Several maps will be provided and the original images will be reproduced. Additionally, oblique "shoreline" aerial photos will be compiled from 1977 to 2006 as a record of bluff change, which will be analyzed to aid in determining landslide frequency. These will also be reproduced and provided.

6. We understand that the KPOA has historical ground photographs that show pre-development and post-development conditions. We will review these photographs for insight into the conditions that may have changed and reasons for the changes. Where possible, the locations will be geo-referenced and plotted on the project site map and relevant information will be transferred to the base map.



BNSF RR and High Coastal Bluff

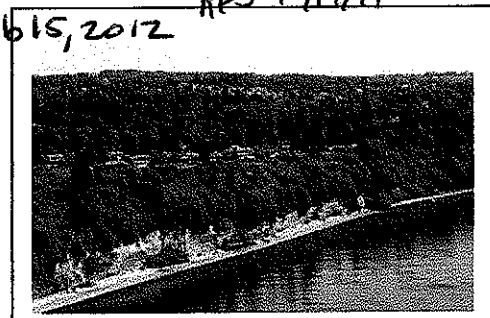
7. As a part of the report, all of the documented landslides will be discussed and the probable causes for their instability will be detailed. As discussed above in task no. 3, it is highly likely that there are multiple contributing factors to a particular landslide.

8. We understand that records/plans of wells, water usage, storm water and waste water will be available for our review. We will review these in relation to coastal bluff instability and geologic conditions to ascertain whether there is a cause-and-effect relationship. This will be discussed with long-time residents and maintenance staff prior to coming to any conclusions.



Alki Landslide Remedial Construction

9. All of the information gathered for the above tasks will be organized and presented in a written report. This will include a summary of site and geologic conditions, landslide inventory, landslide mechanisms and causes, recommendations for remediation and reduction in frequency and magnitude of instability, and the role of vegetation in maintaining stability on specific segments of the bluff. This will be completed by ~~November 9, 2011~~ ^{RES 10/17/11} ~~2011~~ ^{FEB 15, 2012} by the submission of electronic copies of final documents, data, maps, and photographs.



Zenith Bluff, Des Moines, WA

10. In our opinion, it may advantageous to present our findings at a meeting with the KPOA technical committee or with the community as a whole. Such a meeting could be held when we have finished a rough draft of the report or at the conclusion of our work; at the discretion of the KPOA. We have included this task in our budget.

Attachment B - Revised Cost Estimate

COSTAL BLUFF STABILITY STUDY

	Rate	Quantity	Subtotal	Subtotal
1. SITE CONDITIONS				
INVENTORY SW/CGS				
Principal SW	\$212.00 /hr	8 hr	\$1,696	
Principal CGS	\$147.00 /hr	21 hr	\$3,087	
Geologist SW	\$110.00 /hr	8 hr	\$880	
Geologist CGS	\$95.00 /hr	21 hr	\$1,995	
Subtotal				\$7,658
2. INSTABILITY CONTRIBUTING FACTORS SW/CGS				
Principal SW	\$212.00 /hr	4 hr	\$848	
Principal CGS	\$147.00 /hr	4 hr	\$588	
Geologist SW	\$110.00 /hr	6 hr	\$660	
Geologist CGS	\$95.00 /hr	4 hr	\$380	
Subtotal				\$2,476
3. PROJECT BASE MAP SW				
Principal SW	\$212.00 /hr	2 hr	\$424	
GIS Analyst SW	\$100.00 /hr	10 hr	\$1,000	
Subtotal				\$1,424
4. LANDSLIDE PHOTOGRAPHIC RECORD CGS				
Principal CGS	\$147.00 /hr	1 hr	\$147	
Geologist CGS	\$95.00 /hr	6 hr	\$570	
Subtotal				\$717
5. AERIAL PHOTO ANALYSIS CGS				
Principal CGS	\$147.00 /hr	3 hr	\$441	
Geologist CGS	\$95.00 /hr	14 hr	\$1,330	
Subtotal				\$1,771
6. GROUND PHOTO REVIEW SW				
Principal SW	\$212.00 /hr	1 hr	\$212	
Geologist SW	\$110.00 /hr	6 hr	\$660	
Subtotal				\$872
7. LANDSLIDE CAUSATION SW/CGS				
Principal SW	\$212.00 /hr	5 hr	\$1,060	
Principal CGS	\$147.00 /hr	3 hr	\$441	
Geologist SW	\$110.00 /hr	3 hr	\$330	
Subtotal				\$1,831

8. HYDROLOGIC EFFECTS ON BLUFF SW

Principal SW	\$212.00	/hr	8	hr	\$1,696
Hydrogeologist SW	\$110.00	/hr	16	hr	\$1,760
Subtotal					\$3,456

9. REPORT SW/CGS

Principal SW	\$212.00	/hr	8	hr	\$1,696
Principal CGS	\$147.00	/hr	6	hr	\$882
Geologist SW	\$110.00	/hr	36	hr	\$3,960
Geologist CGS	\$95.00	/hr	8	hr	\$760
GIS Analyst	\$110.00	/hr	8	hr	\$880
Drafting	\$90.00	/hr	20	hr	\$1,800
Word Processing	\$75.00	/hr	4	hr	\$300
Reproduction	\$80.00	/hr	2	hr	\$160
Subtotal					\$10,438

10. MEETINGS SW/CGS

Principal SW	\$212.00	/hr	6	hr	\$1,272
Principal CGS	\$147.00	/hr	6	hr	\$882
Subtotal					\$2,154

Expenses

Ferry+miles	\$60.00	/trip	6	trip	\$360
Per Diem	\$110.00	/day	7	days	\$770
Misc.	\$500.00	l.s.	1	l.s.	\$500
Photos	\$500.00	l.s.	1	l.s.	\$500
Subtotal					\$2,130

TOTAL					\$34,927
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Attachment C – Standard General Terms and Conditions



SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

Attachment to and part of our Proposal: _____
Date: October 11, 2011
To: Kala Point Owners' Association
Re: Coastal Bluff Study

STANDARD GENERAL TERMS AND CONDITIONS (ALL PURPOSE)

ARTICLE 1 – SERVICES OF SHANNON & WILSON

Shannon & Wilson's services shall be limited to those Services expressly set forth in the Task Order and is subject to the terms and conditions set forth herein.

Shannon & Wilson shall procure and maintain all business and professional licenses and registrations necessary to perform its Services. Upon Client's request (and for additional Compensation, if not already included in the Task Order), Shannon & Wilson shall assist Client in attempting to obtain, or on behalf of Client and in Client's name attempt to obtain, those permits and approvals required for the Project relating to Shannon & Wilson's services.

Client acknowledges, depending on field conditions encountered and subsurface conditions discovered, the number and location of borings, the number and type of field and laboratory tests, and other similar items, as deemed necessary by Shannon & Wilson in the exercise of due care, may need to be increased or decreased; if such modifications are approved by Client, Shannon & Wilson's Compensation and Schedule shall be equitably adjusted.

If conditions actually encountered at the Project site differ materially from those represented by Client and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the Services, Shannon & Wilson's Compensation and Schedule shall be equitably adjusted.

Without increasing the Services, Compensation, or Schedule contained in any subsequently issued Task Order, Shannon & Wilson may employ such subcontractors as Shannon & Wilson deems necessary to assist in performing its Services.

If Shannon & Wilson's Services are increased or decreased by Client, Shannon & Wilson's Compensation and Schedule shall be equitably adjusted.

ARTICLE 2 – FEES AND EXPENSES FOR RENDERING SERVICES

Fees for Shannon & Wilson's services are based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the following rates. These rates are for the 2011 calendar year. At the end of each calendar year, our rates will be adjusted for the next calendar year.

OFFICERS/ASSOCIATES		ENG./GEOL./HYDRO./ENVIRON.		FIELD & LAB TECH./DRAFTER/TECH ASST.		Overtime
VP/Sr. VP/Pres	\$212.00	Sr. Principal Professional	\$135.00	Sr. Technical Services (Sr., IV)	\$92.00	\$107.00
Sr. Associate	\$165.00	Principal Professional	\$115.00	Technical Services (III, II, I)	\$70.00	\$85.00
Associate	\$152.00	Sr. Professional	\$108.00			
SPECIAL SERVICES		Professional IV	\$100.00	WORD PROC./REPRO./RECORDS/CLERICAL		
Computer Analyst	\$130.00	Professional III	\$90.00	Sr. Office Services (Sr., V, IV)	\$80.00	\$95.00
Info Resources Spec	\$110.00	Professional II	\$75.00	Office Services (III, II, I)	\$60.00	\$70.00
		Professional I	\$65.00			

Expert Testimony. Hourly rates will be doubled for time spent actually providing Expert Testimony.

REIMBURSABLE EXPENSES

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost plus 15 percent. Examples include, but are not limited to, expenses for out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, long distance telephone charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out-of-town delivery service, express mail, photographs, film, laboratory equipment fees, shipping charges and supplies.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

Invoices shall be prepared in accordance with Shannon & Wilson's standard invoicing practices and shall be submitted to Client by Shannon & Wilson monthly. The amount billed in each invoice shall be calculated as set forth in the Task Order.

Unless the Task Order contains a fixed lump-sum price, Shannon & Wilson's actual total Compensation may be more or less than the estimate contained in the Task Order. Shannon & Wilson shall not exceed the estimate contained in the Task Order by more than ten percent (10%) without the prior written consent of Client; provided however, unless the Client authorizes additional funds in excess of the estimate contained in the Task Order, Shannon & Wilson shall have no obligation to continue Services on the Project.

Invoices are due and payable within 30 days of receipt. If Client fails to pay Shannon & Wilson's invoice within 30 days after receipt, the amounts due Shannon & Wilson shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30th day. In addition, Shannon & Wilson may, after giving seven (7) days written notice to Client, suspend all Services under this Agreement until Shannon & Wilson has been paid in full.

If Client disputes Shannon & Wilson's invoice, only the disputed portion(s) may be withheld from payment, and the undisputed portion(s) shall be paid.

Records of Shannon & Wilson's direct and indirect costs and expenses pertinent to its Compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations. Upon request, such records shall be made available to Client for inspection on Shannon & Wilson's premises and copies provided to Client at cost.

ARTICLE 4 – CLIENT’S RESPONSIBILITIES

Client shall grant or obtain free access to the Project site for all equipment and personnel necessary for Shannon & Wilson to perform its Services.

ARTICLE 5 – STANDARD OF CARE / ABSENCE OF WARRANTIES / NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR’S PERFORMANCE**Standard of Care**

The standard of care for all professional Services performed or furnished by Shannon & Wilson under this Agreement shall be the skill and care ordinarily exercised by other members of Shannon & Wilson’s profession, providing the same or similar Services, under the same or similar circumstances, at the same time and locality as the Services were provided by Shannon & Wilson. The installation, construction, alteration, or repair of any object or structure by Shannon & Wilson performed in a good and workmanlike manner in accordance with general industry standards, and conform to the specifications contained in the Task Order.

Subsurface explorations and testing identify actual subsurface conditions only at those points where samples are taken, at the time they are taken. Actual conditions at other locations of the Project site, including those inferred to exist between the sample points, may differ significantly from conditions that exist at the sampling locations. The passage of time or intervening causes may cause the actual conditions at the sampling locations to change as well. Interpretations and recommendations made by Shannon & Wilson shall be based solely upon information available to Shannon & Wilson at the time the interpretations and recommendations are made.

Shannon & Wilson shall be responsible for the technical accuracy of its Services, data, interpretations, and recommendations resulting therefrom, and Client shall not be responsible for discovering deficiencies therein. Shannon & Wilson shall correct any substandard Services without additional Compensation, except to the extent that such inaccuracies are directly attributable to deficiencies in Client-furnished information.

Warranties

Shannon & Wilson makes no guarantees or warranties, express or implied, under this Agreement or otherwise, about Shannon & Wilson’s professional Services. Shannon & Wilson warrants for one (1) year from substantial completion of its Services, all goods delivered hereunder shall be new and free from defects in material or workmanship, and shall conform to the specifications, drawings, or sample(s) specified or furnished, if any, and shall be merchantable and fit for their intended purpose(s). Shannon & Wilson warrants that Shannon & Wilson has good and marketable title to all goods delivered hereunder, and that all goods delivered hereunder shall be free and clear of all claims of superior title, liens, and encumbrances of any kind.

Client-Furnished Documents

Shannon & Wilson may use requirements, programs, instructions, reports, data, and information furnished by Client to Shannon & Wilson in performing its Services under each Task Order. Shannon & Wilson may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by Client to Shannon & Wilson. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys’ fees and costs) arising from Shannon & Wilson’s reliance on Client-furnished information, except to the extent of Shannon & Wilson’s and its subcontractor’s negligent or wrongful acts, errors, omissions, or breach of contract.

Site Damage

Shannon & Wilson shall take reasonable precautions to minimize damage to the Project site, but it is understood by Client that, in the normal course of Shannon & Wilson’s Services, some Project site damage may occur, and the correction of such damage is not part of Shannon & Wilson’s services unless so stated in the Task Order. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys’ fees and costs) arising from any Project site damage caused by Shannon & Wilson, except to the extent of Shannon & Wilson’s and its subcontractor’s negligent or wrongful acts, errors, omissions, or breach of contract.

Buried Structures

If there are any buried structures and/or utilities on the Project site where subsurface explorations are to take place, Client shall provide Shannon & Wilson with a plan showing their existing locations. Shannon & Wilson shall contact the one-number locator service to request that they identify any underground utilities. Shannon & Wilson shall use reasonable care and diligence to avoid contact with buried structures and/or utilities as shown. Shannon & Wilson shall not be liable for any loss or damage to buried structures and/or utilities resulting from inaccuracy of the plans, or lack of plans, or errors by the locator service relating to the location of buried structures and/or utilities. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify, and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys’ fees and costs) arising from damage to buried structures and/or utilities caused by Shannon & Wilson’s sampling, except to the extent of Shannon & Wilson’s and its subcontractor’s negligent or wrongful acts, errors, omissions, or breach of contract.

Aquifer Cross-Contamination

Despite the use of due care, unavoidable contamination of soil or groundwater may occur during subsurface exploration when drilling or sampling tools are advanced through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants off the Project site. Because Shannon & Wilson is powerless to totally eliminate this risk despite use of due care, and because sampling is an essential element of Shannon & Wilson’s Services, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys’ fees and costs) arising from cross-contamination caused by Shannon & Wilson’s sampling, except to the extent of Shannon & Wilson’s and its subcontractor’s negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Construction Costs

If opinions of probable construction costs are included in the Task Order, Shannon & Wilson’s opinions of probable construction costs shall be made on the basis of its experience and qualifications and represent its judgment as a professional generally familiar with the industry. Opinions of probable construction costs are based, in part, on approximate quantity evaluations that are not accurate enough to permit contractors to prepare bids. Further, since Shannon & Wilson has no control over: the cost of labor, materials, equipment, or Services furnished by others; the contractor’s actual or proposed construction methods or methods of determining Compensations; competitive bidding; or market conditions, Shannon & Wilson cannot and does not guarantee that proposals, bids, or actual construction cost shall not vary from opinions of the components of probable construction cost prepared by Shannon & Wilson. If Client or any contractor wishes greater assurance as to probable construction cost, Client or contractor shall employ an independent cost estimator.

Review of Contractor's Shop Drawings and Submittals

If review of a contractor's shop drawings and submittals are included in the Task Order, Shannon & Wilson shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of checking for general overall conformance with Shannon & Wilson's design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. Shannon & Wilson's review shall be conducted with reasonable promptness while allowing sufficient time, in Shannon & Wilson's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that Shannon & Wilson has reviewed the entire assembly of which the item is a component. Shannon & Wilson shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of Shannon & Wilson in writing by the contractor.

Construction Observation

If construction observation is included in the Task Order, Shannon & Wilson shall visit the Project site at intervals Shannon & Wilson deems appropriate, or as otherwise agreed to in writing by Client and Shannon & Wilson, in order to observe and keep Client generally informed of the progress and quality of the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow Shannon & Wilson, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, shall be in accordance with Shannon & Wilson's general overall design concept. Shannon & Wilson's authority shall be limited to observing, making technical comments regarding general overall compliance with Shannon & Wilson's design concept, and rejecting any work which it becomes aware of that does not comply with Shannon & Wilson's general overall design concept. Shannon & Wilson's acceptance of any non-conforming work containing latent defects or failure to reject any non-conforming work not inspected by Shannon & Wilson shall not impose any liability on Shannon & Wilson or relieve any contractor from complying with their contract documents. All construction contractors shall be solely responsible for construction site safety, the quality of their work, and adherence to their contract documents. Shannon & Wilson shall have no authority to direct any contractor's actions or stop any contractor's work.

If Shannon & Wilson is not retained to provide construction observation of the implementation of its design recommendations, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson, and indemnify and hold Shannon & Wilson harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of Shannon & Wilson's design recommendations, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety

Except for its own subcontractors and employees, Shannon & Wilson shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incident to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of Shannon & Wilson is present at the Project site performing his/her duties. Notwithstanding anything to the contrary, Shannon & Wilson shall never be deemed to have assumed responsibility for the Project's site safety by either contract or conduct. No act or direction by Shannon & Wilson shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance. Any direction provided by Shannon & Wilson shall be deemed solely to ensure the contractor's general overall compliance with Shannon & Wilson's design concept.

No Responsibility for Contractor's Performance

Except for its own subcontractors and employees, Shannon & Wilson shall not be responsible for safety precautions, the quality of any contractor's work, or any contractor's failure to furnish or perform their work in accordance with their contract documents.

Except Shannon & Wilson's own employees and its subcontractors, Shannon & Wilson shall not: be responsible for the acts or omissions of any contractor, subcontractor or supplier, or other persons at the Project site, or otherwise furnishing or performing any work; or for any decision based on interpretations or clarifications of Shannon & Wilson's design concept given without the consultation and concurrence of Shannon & Wilson.

Approval of Contractor's Applications for Payment

If approval of a contractor's applications for payment are included in the Task Order, Shannon & Wilson shall review the amounts due the contractor and issue a recommendation about payment to Client. Shannon & Wilson's review and approval shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by Shannon & Wilson that to the best of the Shannon & Wilson's knowledge, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: Shannon & Wilson has made an exhaustive check or a detailed or continuous inspection check of the quality or quantity of the contractor's work; approved the contractors means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 6 – CONFIDENTIALITY AND USE OF DOCUMENTS**Confidentiality**

Shannon & Wilson agrees to keep confidential and to not disclose to any person or entity (other than Shannon & Wilson's employees and subcontractors), without the prior consent of Client, all information furnished to Shannon & Wilson by Client or learned by Shannon & Wilson as a result of its Services on the Project; provided however, that these provisions shall not apply to information that: is in the public domain through no fault of Shannon & Wilson; was previously known to Shannon & Wilson; or was independently acquired by Shannon & Wilson from third-parties who were under no obligation to Client to keep said information confidential. This paragraph shall not be construed to in any way restrict Shannon & Wilson from making any disclosures required by law. Client agrees that Shannon & Wilson may use and publish Client's name and a general description of Shannon & Wilson's Services with respect to the Project in describing Shannon & Wilson's experience and qualifications to others.

Copyrights and Patents – Shannon & Wilson shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of any claims that any goods or Services furnished by Shannon & Wilson infringe any patent, trademark, trade name, or copyright.

Use of Documents

All documents prepared by Shannon & Wilson are instruments of service with respect to the Project, and Shannon & Wilson shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the Project is completed.

Shannon & Wilson grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by Shannon & Wilson for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, after the passage of time, on extensions of the Project, or on any other Project. Any such reuse without written verification or adaptation by Shannon & Wilson, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract. Any verification or adaptation of the documents for extensions of the Project or for any other project by Shannon & Wilson shall entitle Shannon & Wilson to additional Compensation to be agreed upon by Client and Shannon & Wilson.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Shannon & Wilson. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving an electronic file agrees that it shall perform acceptance tests or procedures within 60 days after its receipt, after which, unless notice of any errors are given in writing to the delivering party, the receiving party shall be deemed to have accepted the data thus transferred. Any errors reported within the 60-day acceptance period shall be corrected by the party delivering the electronic files at their sole expense. Shannon & Wilson shall not be responsible for maintaining documents stored in electronic media format after acceptance by Client.

When transferring documents in electronic media format, neither Client nor Shannon & Wilson makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

ARTICLE 7 - INSURANCE

Shannon & Wilson shall purchase and maintain during the term of this Agreement, the following insurance coverage at its sole expense:

Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 annual aggregate Bodily Injury/Property Damage Combined Single Limit including Blanket Contractual Liability, Broad Form Products and Completed Operations, Explosion/Collapse/Underground (XCU) Exposures, and Washington Stop Gap coverage.

Auto Liability - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - \$10,000,000 Bodily Injury/Property Damage combined Single Limit in excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation - Statutory in monopolistic states and \$500,000 per accident/\$500,000 per disease/\$500,000 disease policy aggregate Employers' Liability in non-monopolistic including if applicable, U.S. Longshore & Harbor workers' coverage.

Professional Liability - \$5,000,000 per claims/\$5,000,000 annual aggregate for professional errors and omissions including Pollution Liability coverage.

If requested in writing by Client, Shannon & Wilson shall name Client as an additional insured on its Commercial General Liability policy.

If requested in writing by Client, Shannon & Wilson shall deliver to Client certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of Shannon & Wilson's Services.

Client shall cause Shannon & Wilson and its subcontractors to be listed as additional insureds on any Commercial General Liability insurance carried by Client that is applicable to the Project.

Client shall require the Project owner to require the general contractor on the Project to purchase and maintain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employers Liability insurance, with limits no less than set forth above, and to cause Shannon & Wilson and its subcontractors to be listed as additional insureds on that Commercial General Liability insurance. Client shall require the Project owner include the substance of this paragraph in the prime construction contract.

All insurance policies shall contain a waiver of subrogation.

ARTICLE 8 - HAZARDOUS ENVIRONMENTAL CONDITIONS**Disclosure of the Existence of Hazardous Environmental Conditions**

Client has disclosed to Shannon & Wilson all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material, if any, located at or near the Project site, including its type, quantity, and location, or has represented to Shannon & Wilson that, to the best of Client's knowledge, no hazardous environmental conditions exist at or near the Project site.

If any hazardous environmental condition is encountered or believed to exist, Shannon & Wilson shall notify Client and, to the extent required by applicable laws and regulations, the Project site owner, and appropriate governmental officials.

Disposal of Non-Hazardous Samples and Hazardous or Toxic Substances

All substances on, in, or under the Project site, or obtained from the Project site as samples or as byproducts (e.g., drill cuttings and fluids) of the sampling process are the Project site owner's property. Shannon & Wilson shall preserve such samples for forty-five (45) calendar days after Shannon & Wilson's issuance to Client of the final instrument of service that relates to the data obtained from them. Shannon & Wilson shall dispose of all non-hazardous samples and sampling process byproducts in accordance with applicable law; provided however, any samples or sampling process byproducts that are, or are believed to be, affected by regulated contaminants shall be packaged by Shannon & Wilson in accordance with applicable law, and turned over to Client or left on the Project site. Shannon & Wilson shall not transport store, treat, dispose of, or arrange for the transportation, storage, treatment, or disposal of, any substances known, believed, or suspected to be affected by regulated contaminants, nor shall Shannon & Wilson subcontract for such activities.

Shannon & Wilson shall, at Client's request (and for additional Compensation, if not already included the Task Order), help Client or the Project site owner identify appropriate alternatives for transportation, storage, treatment, or disposal of such substances, but Shannon & Wilson shall not make any independent determination about the selection of a transportation, storage, treatment, or disposal facility.

Client or the Project site owner shall sign all manifests for the transportation, storage, treatment, or disposal of substances affected by regulated contaminants; provided however, notwithstanding any other provisions of this Agreement to the contrary if Client directs Shannon & Wilson, its employees, or agents to sign such manifests and/or to hire for Client or the Project site owner a contractor to transport, store, treat, or dispose of the contaminated substances, Shannon & Wilson shall do so only as Client's disclosed agent.

Contaminated Equipment and Consumables

Client shall reimburse Shannon & Wilson for the cost of decontaminating field or laboratory equipment that is contaminated by regulated materials encountered at the Project site and for the cost of disposal and replacement of contaminated consumables. In some instances, the cost of decontamination may exceed the fair market value of the equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment. In such instances, Shannon & Wilson shall notify Client and give Client the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If Client elects to purchase equipment, Client and Shannon & Wilson shall enter into a specific agreement for that purpose. Any equipment that cannot be decontaminated shall be considered a consumable.

Client's Liability for Hazardous or Toxic Materials

Except to the extent caused by Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract, and only to the maximum extent permitted by law, Client shall: indemnify and hold harmless Shannon & Wilson, its subcontractors and their partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees), or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the arrangement for and/or ownership, operation, generation, labeling, transportation, storage, disposal, treatment, release, or threatened release of any hazardous or toxic materials, as defined by CERCLA, MTCA, or similar federal, state, or local environmental laws, on and/or from the Project site.

ARTICLE 9 - ALLOCATION OF RISK

Indemnification of Client

To the maximum extent permitted by law, Shannon & Wilson shall: indemnify and hold harmless Client, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the negligent or wrongful acts, errors, or omissions, or breach of contract or warranty express or implied, by Shannon & Wilson or any of its subcontractors; but only to the extent of Shannon & Wilson's and its subcontractor's relative degree of fault. In furtherance of these obligations, and only with respect to Client, its appointed and elected officials, partners, officers, directors, employees and agents, Shannon & Wilson waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, Workers' Compensation, disability, employee benefit, or similar laws. Shannon & Wilson acknowledges that this waiver of immunity was mutually negotiated.

Limitation on Shannon & Wilson's Liability for Damages

A. Total Liability for Damages Limited to Insurance Proceeds

Notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability for damages under this Agreement of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents and, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the Project or this Agreement, shall be limited to the insurance proceeds payable on behalf of or to Shannon & Wilson by any insurance policies applicable thereto. If you are unwilling or unable to limit our liability for damages in this manner, we shall negotiate this limitation and its associated impact on our approach, Services, Schedule, and Compensation, with you. You must notify us in writing before we commence any Services under this Agreement of your intention to negotiate this limitation and its associated impact on our approach, Services, Schedule, and Compensation. Absent your prior written notification to the contrary, we shall proceed on the basis that our total liability for damages are limited as set forth above.

B. Professional Liability for Damages Limited to \$50,000 or 10% of Fee

With respect to professional errors or omissions only, notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total professional liability for damages, in the aggregate, under this Agreement of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the professional errors or omissions of Shannon & Wilson, its subcontractors, or their partners, officers, directors, employees, agents or, or any of them, shall be capped in the aggregate total amount of \$50,000.00, or ten percent (10%) of the total Compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater. If you are unwilling or unable to limit our professional liability for damages to these sums, we shall negotiate the amount of this limitation and its associated impact on our approach, Services, Schedule, and Compensation, with you. You must notify us in writing before we commence any Services under this Agreement of your intention to negotiate the amount of this limitation and its associated impact on our approach, Services, Schedule, and Compensation. Absent your prior written notification to the contrary, we shall proceed on the basis that our total professional liability for damages under this Agreement in the aggregate is limited to \$50,000.00 or ten percent (10%) of the total Compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater.

ARTICLE 10 – MISCELLANEOUS**Termination**

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. Shannon & Wilson shall be entitled to Compensation for all Services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days notice to the breaching party by the non-breaching party. Upon payment of all amounts due Shannon & Wilson, Client shall be entitled to copies of Shannon & Wilson's files and records pertaining to Services performed prior to the termination of this Agreement.

Successors, Assigns, and Beneficiaries

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither Client nor Shannon & Wilson may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Shannon & Wilson to any third party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of Client and Shannon & Wilson. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

Jurisdiction, Venue, and Choice of Law

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of Shannon & Wilson's Services under the Task Order. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of Shannon & Wilson's Services under the Task Order. As a condition precedent to commencing a judicial proceeding, a party shall first submit their claims to non-binding mediation through and in accordance with the rules of the American Arbitration Association.

This Agreement shall be construed in accordance with and governed by the laws (except choice and conflict of law provisions) of the state in which the Project is located.

Any judicial action shall be brought in the state in which the Project is located.

Attorneys' Fees

Should any dispute or claims arise out of this Agreement, whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment.

Waiver

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings

The headings used in this Agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration

This Agreement, together with the Task Order, are incorporated by reference into each other, and supercede all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of the Task Order and represent the parties' complete, entire, and final understanding of the subject matter of the Task Order.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all representations, warranties, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Severability

If any of the terms or conditions of this Agreement are found to be void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the original intent expressed in the provisions, to render it valid and enforceable. If the court is unable to reform the provisions to render it valid and enforceable, the court shall strike only that portion which is invalid or unenforceable, and this Agreement shall then be construed without reference to the void or unenforceable provisions.

Attachment D - Important Information About Your Geotechnical Proposal