

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into to be effective the 17th day of November, 2021 by and between the ORANGE COUNTY SANITATION DISTRICT, hereinafter referred to as "OC SAN", and 374Water Systems, Inc, for purposes of this Agreement hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, OC SAN desires to engage a CONSULTANT for **Supercritical Water Oxidation Demonstration at Plant No. 1, Project No. RE21-01**; and to furnish goods and services for a demonstration project of the 374Water Air SCWO Nix6 system, and the goods and services are generally described as the design, fabrication, construction, installation, startup, commissioning, operations, sampling, testing, maintenance and support services and final report monitoring services for 374Water AirSCWO Nix6 system and,

WHEREAS, CONSULTANT is qualified to provide the necessary goods and services in connection with these requirements and has agreed to provide the necessary goods and services; and,

WHEREAS, OC SAN has adopted procedures for the selection of professional services and has proceeded in accordance with said procedures to select a CONSULTANT to perform this work; and,

WHEREAS, at its regular meeting on November 17, 2021 the Board of Directors, by Minute Order, accepted the recommendation of the Operations Committee pursuant to OC SAN's Ordinance No. OC SAN-56 to approve this Agreement between OC SAN and CONSULTANT.

NOW, THEREFORE, in consideration of the promises and mutual benefits, which will result to the parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

1. SCOPE OF WORK

CONSULTANT agrees to furnish all labor, materials, and services to accomplish the requirements defined in the CONSULTANT's Scope of Work attached hereto as Attachment "A", and by this reference made a part of this Agreement. The Scope of Work incorporates the following four (4) types of activities:

- (1) the design services set forth in Section A-1 of Attachment "A" (the "DESIGN SERVICES") for the site work that is necessary for the installation of the SYSTEM (the "SITE WORK");
- (2) the sale of the equipment described in Section A-2 of Attachment "A", such equipment consisting of the following components: (a) the dewatering unit described in Section A-2 of Attachment "A" (the "DEWATERING UNIT") and (b) the treatment unit described in Section A-2 of Attachment "A" (the "AirSCWO NIX6 UNIT"). (The DEWATERING UNIT and the AirSCWO NIX6 UNIT are collectively referred to herein as the "SYSTEM");

- (3) the installation, operations, maintenance, and training services described in Section A-3 of Attachment "A"; and
- (4) technical support of OC SAN in its operation and maintenance of the SYSTEM for six (6) months after the conclusion of the CONSULTANT OPERATING TERM (as defined below) as described in Section A-4 of Attachment "A" (the "SYSTEM SUPPORT SERVICES").

A. DESIGN SERVICES. The provisions set forth in this Section 1.A shall apply only with respect to the DESIGN SERVICES- Section A-1 of Attachment "A" and not to any other obligations of CONSULTANT set forth herein.

1. The CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all design, drawings, specifications, and other services furnished by the CONSULTANT under this Agreement, including the work performed by its Subconsultants. Where approval by OC SAN is indicated, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards and liability for damages caused by errors, omissions, noncompliance with industry standards, and/or negligence on the part of the CONSULTANT or its Subconsultants.
2. CONSULTANT is responsible for the quality of work prepared under this Agreement and shall ensure that all work is performed to the standards of best engineering practice for clarity, uniformity, and completeness. CONSULTANT shall respond to all comments, suggestions, and recommendations on OC SAN's review comment sheets. All comments shall be incorporated into the design prior to the next submittal deadline or addressed, in writing, as to why the comment has not been incorporated. CONSULTANT shall ensure that each submittal is 100% accurate for the level of work submitted (i.e., correct references, terms, capitalization or equal status, spelling, punctuation, etc.)
3. In the event that work does not conform to the requirements of this Agreement or any applicable industry standards, the CONSULTANT shall, without additional compensation, promptly correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services within the timeframe specified by the Project Engineer/Project Manager. OC SAN may charge to CONSULTANT all costs, expenses and damages associated with any such corrections or revisions.
4. All CAD drawings, figures, and other work deliverables as part of the DESIGN SERVICES, that are used for the purpose of soliciting bids for construction, shall be produced by CONSULTANTS and Subconsultants using OC SAN CAD Manual. Conversion of CAD work from any other non-standard CAD format to OC SAN format shall not be acceptable in lieu of this requirement.

Electronic files shall conform to OC SAN specifications. Any changes to these specifications by the CONSULTANT are subject to review and approval of OC SAN.

Electronic files shall be subject to an acceptance period of ten (10) calendar days during which OC SAN shall perform appropriate reviews and including CAD Manual compliance. CONSULTANT shall correct any discrepancies or errors detected and reported within the acceptance period at no additional cost to OC SAN.

5. The CONSULTANT shall ensure that all plans and specifications prepared or recommended under this Agreement allow for competitive bidding of the SITE WORK by OC SAN. The CONSULTANT shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by OC SAN. The CONSULTANT shall submit this written justification to OC SAN prior to beginning work on such plans and specifications. Whenever the CONSULTANT recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that can meet the functional requirements applicable to the project.
6. The DESIGN SERVICES and the deliverables furnished as part of the DESIGN SERVICES, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the CONSULTANT and their subconsultants, pursuant to this Agreement, are for the sole use of OC SAN, its agents, and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of OC SAN. This provision does not apply to information that (a) was publicly known, or otherwise known to the CONSULTANT, at the time that it was disclosed to the CONSULTANT by OC SAN, (b) subsequently becomes publicly known to the CONSULTANT other than through disclosure by OC SAN.

B. OC SAN'S OBLIGATION TO COMPLETE SITE WORK AND SALE OF SYSTEM. CONSULTANT'S obligations set forth in this Section 1.B shall apply only to the sale of the SYSTEM.

1. As between the CONSULTANT and OC SAN, the completion of the SITE WORK in accordance with the designs, drawings, and specifications provided by the CONSULTANT shall be the sole responsibility of OC SAN shall use commercially reasonable efforts to complete the SITE WORK in accordance with the project schedule set forth in Attachment "A" – Scope of Work shall notify CONSULTANT in writing when it believes that the SITE WORK has been completed, and CONSULTANT shall promptly thereafter inspect the SITE WORK for conformance to the designs, drawings, and specifications provided to OC SAN under the DESIGN SERVICES. If CONSULTANT believes that the SITE WORK does not conform to the design, drawings, or specifications, CONSULTANT shall notify OC SAN of the details of such nonconformance, and OC SAN shall promptly remedy such nonconformance at OC SAN's sole cost and expense. In the event of any delay caused by the SITE WORK not

meeting the project schedule set forth in Section A-2 of Attachment "A", OC SAN shall be responsible for reimbursing CONSULTANT for its costs and expenses incurred as a result of such delay.

2. Following OC SAN's completion of the SITE WORK in accordance with the designs, drawings, and specifications provided to OC SAN under the DESIGN SERVICES, as reasonably determined by the CONSULTANT, CONSULTANT shall deliver the SYSTEM in accordance with the timeframe specified in Attachment "A" provided that any such timeframe shall be extended by the number of days by which the SITE WORK was not completed in accordance with the project schedule set forth in Section A-2 of Attachment "A". For the avoidance of doubt, CONSULTANT shall have no obligation to deliver or install the SYSTEM unless and until the SITE WORK is completed in accordance with the terms of this Agreement.
3. Upon (1) payment in full by OC SAN for the SYSTEM in accordance with this Agreement and (2) the conclusion of the Section A-3 of Attachment "A", CONSULTANT shall provide to OC SAN a bill of sale transferring title to the SYSTEM and any components thereof, free of any liens or encumbrances. Concurrently therewith, CONSULTANT shall also provide OC SAN with the operations and maintenance manual, step-by-step standard operating procedures, and diagrams of the SYSTEM (such items, the "DOCUMENTATION").

C. INSTALLATION, OPERATIONS, MAINTENANCE, AND TRAINING SERVICES.

The provisions set forth in this Section 1.C shall apply only with respect to the Section A-3 of Attachment "A" and not to any other obligations of CONSULTANT set forth herein.

1. Following the delivery and sale of the SYSTEM as contemplated in Section 1.B.2 and Section 1.B.3, the CONSULTANT shall use commercially reasonable efforts to install the SYSTEM as described in Section A-3 of Attachment "A".
2. Commencing on the date on which the SITE WORK described in Section 1.B.2. is complete and with the completion of Task 5 in Section A-3 of Attachment "A", the CONSULTANT shall perform Tasks 6–8 in Section A-3 of Attachment "A".
3. Ending on the date that is six (6) months from the commencement of Task 7 in Section A-3 of Attachment "A" ("CONSULTANT OPERATING TERM") and successful achievement of operating criteria identified in the "Controlled Study Plan", CONSULTANT and OC SAN shall reasonably cooperate to transfer the ongoing operation and maintenance of the SYSTEM to personnel of OC SAN shall make available qualified operations personnel and CONSULTANT shall use commercially reasonable efforts to train such personnel to operate and maintain the SYSTEM in accordance with the DOCUMENTATION.
4. Upon the completion of Tasks 5-9 in Section A-3 of Attachment "A", INSTALLATION, OPERATIONS, MAINTENANCE, AND TRAINING SERVICES shall automatically terminate, and, as between the parties, OC SAN shall be

solely responsible for all operating and maintenance activities pertaining to the SYSTEM.

D. SYSTEM SUPPORT SERVICES. The provisions set forth in this Section 1.D shall apply only with respect to the SYSTEM SUPPORT SERVICES and not to any other obligations of CONSULTANT set forth herein

1. Commencing on the completion of INSTALLATION, OPERATIONS, MAINTENANCE, AND TRAINING SERVICES and continuing for a period of no more than six (6) months thereafter, CONSULTANT shall use commercially reasonable efforts to provide Section A-4 of Attachment "A" on-demand O&M support of the SYSTEM in accordance with Section A-4 of Attachment "A".

2. COMPENSATION

Total compensation shall be paid to CONSULTANT for services in accordance with the following provisions:

A. Total Compensation

Total compensation shall be firm fixed price Five Million One Hundred Thirty-Nine Thousand Dollars (\$5,139,000) total compensation to CONSULTANT including burdened labor (salaries plus benefits), overhead, profit, direct costs, and Subconsultant(s) fees and costs shall be a firm fixed price as set forth in Attachment "E" - Fee Proposal.

B. Limitation of Costs

If, at any time, CONSULTANT estimates the cost of performing its obligations under this Agreement described in CONSULTANT's Attachment "A" will exceed one hundred percent (100%) of the approved total amount of the Agreement, including approved additional compensation, CONSULTANT shall notify OC SAN immediately, and in writing. This written notice shall indicate the additional amount necessary to complete its obligations hereunder. Any cost incurred in excess of the approved total amount of the Agreement without the express written consent of OC SAN's authorized representative shall be at CONSULTANT's own risk. This written notice shall be provided separately from, and in addition to any notification requirements contained in the CONSULTANT's invoice and monthly progress report.

3. REALLOCATION OF TOTAL COMPENSATION

OC SAN, by its Director of Engineering, shall have the right to approve a reallocation of the incremental amounts constituting the total compensation, provided that (i) the total compensation is not increased or decreased and (ii) no reallocation between (a) the DESIGN SERVICES, (b) the sale of the SYSTEM, (c) the INSTALLATION, OPERATIONS, MAINTENANCE, AND TRAINING SERVICES, or (d) the SYSTEM SUPPORT SERVICES shall be permitted without the consent of CONSULTANT.

4. PAYMENT

A. Payments for DESIGN SERVICES, INSTALLATION, OPERATIONS, MAINTENANCE, AND TRAINING SERVICES, and SYSTEM SUPPORT SERVICES.

1. OC SAN agrees to pay the CONSULTANT based on the itemized breakdown stated in Attachment "E". CONSULTANT will submit monthly invoices for DESIGN SERVICES, INSTALLATION, OPERATIONS, MAINTENANCE, AND TRAINING SERVICES, and SYSTEM SUPPORT SERVICES. CONSULTANT shall include in its monthly invoice for the DESIGN SERVICES, INSTALLATION, OPERATIONS, MAINTENANCE, AND TRAINING SERVICES, and SYSTEM SUPPORT SERVICES, a detailed breakdown of costs associated with the performance of any corrections or revisions of the work for that invoicing period. CONSULTANT shall allocate costs in the same manner as it would for payment requests as described in this Section of the Agreement. CONSULTANT shall warrant and certify the accuracy of these costs and understand that submitted costs are subject to Section 11 - AUDIT PROVISIONS.
2. CONSULTANT may submit monthly or periodic statements requesting payment for those items included in Section 2 - COMPENSATION hereof in the format reasonably required by OC SAN. Such requests shall be based upon the amount and value of the work and services performed by CONSULTANT under this Agreement and shall be prepared by CONSULTANT and accompanied by such supporting data, including a detailed breakdown of all costs incurred and project element work performed during the period covered by the statement, as may be required by OC SAN.

Upon approval of such payment request by OC SAN, payment shall be made to CONSULTANT as soon as practicable of one hundred percent (100%) of the approved invoiced amount on a per-project-element basis, and in any event, within thirty (30) days of OC SAN's approval of undisputed invoice or statement.

For the DESIGN SERVICES and other services described in Attachment "A" and Attachment "E" of this Agreement as applicable, If OC SAN determines that such work is incomplete and that the amount of payment with respect to such incomplete work is in excess of:

- (i) The amount considered by OC SAN's Director of Engineering to be adequate for the protection of OC SAN in its efforts to complete the work; or
- (ii) The percentage of the work accomplished for each project element.

Director of Engineering may, at his/her discretion, retain an amount equal to that which insures that the total amount paid to that date does not exceed the percentage of the completed work for the DESIGN SERVICES and other services described in Attachment "A" and Attachment "E" as applicable.

3. Upon completion by CONSULTANT in accordance with Attachment "E" and this Agreement of DESIGN SERVICES; INSTALLATION, OPERATIONS, MAINTENANCE, AND TRAINING SERVICES; or SYSTEM SUPPORT SERVICES, as the case may be, and upon acceptance of such work by OC SAN, such acceptance not to be unreasonably withheld, conditioned, or delayed, CONSULTANT will be paid the unpaid balance of any money due for such work, including any retained percentages relating to any portions of the work.
4. Upon completion of the DESIGN SERVICES, INSTALLATION, OPERATIONS, MAINTENANCE, AND TRAINING SERVICES, or SYSTEM SUPPORT SERVICES performed hereunder and prior to final payment under this Agreement for the applicable work, or prior settlement upon termination of this Agreement, and as a condition precedent thereto, CONSULTANT shall execute and deliver to OC SAN a release of all claims against OC SAN arising under or by virtue of this Agreement other than such claims, if any, as may be specifically exempted by CONSULTANT from the operation of the release in stated amounts to be set forth therein.
5. Pursuant to the California False Claims Act (Government Code Sections 12650-12655), any CONSULTANT that knowingly submits a false claim to OC SAN for compensation under the terms of this Agreement may be held liable for treble damages and up to a ten thousand dollars (\$10,000) civil penalty for each false claim submitted. This Section shall also be binding on all Subconsultants.
6. A CONSULTANT or Subconsultant shall be deemed to have submitted a false claim when the CONSULTANT or Subconsultant: a) knowingly presents or causes to be presented to an officer or employee of OC SAN a false claim or request for payment or approval; b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by OC SAN; c) conspires to defraud OC SAN by getting a false claim allowed or paid by OC SAN; d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to OC SAN; or e) is a beneficiary of an inadvertent submission of a false claim to OC SAN, and fails to disclose the false claim to OC SAN within a reasonable time after discovery of the false claim.

B. Payments for Sale of the SYSTEM. This Section 4.B. shall apply only to the sale of the SYSTEM.

1. Payments for the sale of the SYSTEM shall be made based on the achievement of the milestones and pursuant to the schedule set forth on Attachment "E".
2. Payment shall be made by OC SAN within thirty (30) days of OC SAN's approval of the CONSULTANT's invoice setting forth the amount of payment

and the corresponding milestone(s) for which such payment is sought. OC SAN to review and approve invoices in 10 business days.

3. If OC SAN issues a purchase order, then (a) OC SAN shall inform CONSULTANT of such purchase order and (b) invoices shall include the purchaser order number.
4. Invoices shall be emailed by CONSULTANT to OC SAN at APStaff@ocsan.gov and "INVOICE" and the purchase order number shall be referenced in the subject line.
5. If any amount is the subject of a good faith dispute between CONSULTANT and OC SAN, OC SAN shall pay the amounts due under the applicable invoice, less the disputed amount, and shall advise CONSULTANT in reasonable detail of the reason for the dispute. CONSULTANT and OC SAN will negotiate in good faith to attempt to resolve such dispute, and if such efforts are unsuccessful, the provisions of Section 18 shall apply.
6. CONSULTANT assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of the SYSTEM.

5. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION AND RECORD OF WAGES

- A. To the extent CONSULTANT's employees and/or Subconsultants who will perform Work during the design and preconstruction phases of a construction contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, CONSULTANT and Subconsultants shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the Work is subject to compliance monitoring and enforcement by the DIR.
- B. The CONSULTANT and Subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- C. Pursuant to Labor Code Section 1776, the CONSULTANT and Subconsultants shall furnish a copy of all certified payroll records to OC SAN and/or general public upon request, provided the public request is made through OC SAN, the Division of Apprenticeship Standards or the Division of Labor Enforcement of the Department of Industrial Relations.
- D. The CONSULTANT and Subconsultants shall comply with the applicable job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

6. DOCUMENT OWNERSHIP – SUBSEQUENT CHANGES TO PLANS AND SPECIFICATIONS.

A. Ownership of Documents for the DESIGN SERVICES.

All documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared as deliverables under the DESIGN SERVICES only, shall be the property of OC SAN. OC SAN's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. OC SAN ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed prior to that payment. This Section shall apply whether the DESIGN SERVICES are terminated: a) by the completion of the Agreement, or b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the CONSULTANT shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.

B. CONSULTANT shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by CONSULTANT, provided that the service rendered by CONSULTANT was not a proximate cause of the damage.

C. For the avoidance of doubt, CONSULTANT retains ownership of, and does not transfer any right, title, or interest in or to any intellectual property rights other than as expressly set forth in Section 6.A.

D. Any software, including without limitation, source code, object code or microcode that is included with or embed in the System (collectively, the "Software") is owned by CONSULTANT and is the Confidential Information of CONSULTANT. Subject to the terms and conditions of this Agreement, OC SAN is granted a non-exclusive, non-transferable, and non-sublicensable license to use the Software solely in connection with OC SAN's use of the System. The rights and licenses granted to OC SAN with respect to the Software are limited to those expressly stated in this Agreement, and no other rights or licenses shall arise by implication or otherwise. Without limiting the generality of the foregoing, OC SAN shall not at any time, directly or indirectly, except as explicitly provided herein: (i) use the Software for any purpose other than as specified in this Agreement or knowingly make the Software available to unauthorized parties; (ii) copy, display, distribute or modify the Software in any manner or create derivative works based on the Software; (iii) rent, lease, lend, sell, license, sublicense, or otherwise distribute all or any part of the Software; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code of the Software, in whole or in part, or (v) access the Software in order to (1) build a competitive product or service, or (2) copy any content, features, functions or graphics of the Software.

7. INSURANCE

A. General

- i. Insurance shall be issued and underwritten by insurance companies acceptable to OC SAN.
- ii. Insurers must have an "A-" Policyholder's Rating, or better, and Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best's Guide Rating. However, OC SAN will accept State Compensation Insurance Fund, for the required policy of Workers' Compensation Insurance subject to OC SAN's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, OC SAN will require CONSULTANT to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONSULTANT, by OC SAN or its agent.
- iii. Coverage shall be in effect prior to the commencement of any work under this Agreement.

B. General Liability

The CONSULTANT shall maintain during the life of this Agreement, including the period of warranty, commercial general liability insurance written on an occurrence basis providing the following minimum limits of liability coverage: One Million Dollars (\$1,000,000) per occurrence with Three Million Dollars (\$3,000,000) aggregate. Said insurance shall include coverage for the following hazards: premises-operations, blanket contractual liability (for this Agreement), products liability/completed operations (including any product manufactured or assembled), broad form property damage, blanket contractual liability, independent contractors liability, personal and advertising injury, mobile equipment, owners and contractors protective liability, and cross liability and severability of interest clauses. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement(s). If requested by OC SAN and applicable, XCU coverage (Explosion, Collapse and Underground) and Riggers/On Hook Liability must be included in the General Liability policy and coverage must be reflected on the submitted Certificate of Insurance.

C. Umbrella Excess Liability

The minimum limits of general liability and automobile liability insurance required, as set forth herein, shall be provided for through either a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Umbrella excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.

D. Automobile/Vehicle Liability Insurance

The CONSULTANT shall maintain a policy of automobile liability insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limit of liability coverage: combined single limit of One Million Dollars (\$1,000,000). A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Drone Liability Insurance

If a drone will be used, drone liability insurance must be maintained by CONSULTANT in the amount of one million dollars (\$1,000,000) in form acceptable to OC SAN.

F. Workers' Compensation Insurance

The CONSULTANT shall provide such workers' compensation insurance as required by the Labor Code of the State of California in the amount of the statutory limit, including Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. Such workers' compensation insurance shall be endorsed to provide for a waiver of subrogation in favor of OC SAN. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements unless the insurance carrier is State of California Insurance Fund and the identifier "SCIF" and endorsement numbers 2570 and 2065 are referenced on the certificate of insurance. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage for Jones Act claims.

G. Errors and Omissions/Professional Liability

CONSULTANT shall maintain in full force and effect, for the duration of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than One Million Dollars (\$1,000,000) with limits in accordance with the provisions of this Paragraph. If the policy of insurance is written on a "claims made" basis, said policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of five (5) years from the Effective Date of this Agreement.

In the event of termination of said policy during the period, CONSULTANT shall obtain continuing insurance coverage for the prior acts or omissions of CONSULTANT during the course of performing services under the term of this Agreement. Said coverage shall be evidenced by either a new policy evidencing no gap in coverage or by separate extended "tail" coverage with the present or new carrier.

In the event the present policy of insurance is written on an "occurrence" basis, said policy shall be continued in full force and effect during the term of this Agreement or until completion of the services provided for in this Agreement,

whichever is later. In the event of termination of said policy during this period, new coverage shall be obtained for the required period to insure for the prior acts of CONSULTANT during the course of performing services under the term of this Agreement.

CONSULTANT shall provide to OC SAN a certificate of insurance in a form acceptable to OC SAN indicating the deductible or self-retention amounts and the expiration date of said policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term.

H. Pollution Liability

CONSULTANT shall maintain in full force and effect, throughout the term of this Agreement, Pollution Liability insurance coverage in the amount of not less than One Million Dollars (\$1,000,000), of a type that is appropriate for the product or service offered.

I. Proof of Coverage

The CONSULTANT shall furnish OC SAN with original certificates and amendatory endorsements effecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by OC SAN before work commences. OC SAN reserves the right to require complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required, at any time. The following are approved forms that must be submitted as proof of coverage:

- Certificate of Insurance ACORD Form 25 (5/2010) or equivalent.
- Additional Insurance (General Liability) (ISO Form) CG2010 11 85 or
The combination of (ISO Forms)
CG 2010 10 01 and CG 2037 10 01

All other Additional Insured endorsements must be submitted for approval by OC SAN, and OC SAN may reject alternatives that provide different or less coverage to OC SAN.
- Additional Insured (Auto Liability) Submit endorsement provided by carrier for OC SAN approval.
- Waiver of Subrogation State Compensation Insurance Fund Endorsement No. 2570 or equivalent.
- Cancellation Notice State Compensation Insurance Fund Endorsement No. 2065 or equivalent.

J. Cancellation Notice

Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice. The Cancellation Section of ACORD Form 25 (5/2010) shall state the required thirty (30) days' written notification. The policy shall not terminate, nor shall it be cancelled, nor the coverage reduced until thirty (30) days after written notice is given to OC SAN except for nonpayment of premium, which shall require not less than ten (10) days written notice to OC SAN. Should there be changes in coverage or an increase in deductible or SIR amounts, the CONSULTANT and its insurance broker/agent shall send to OC SAN a certified letter which includes a description of the changes in coverage and/or any increase in deductible or SIR amounts. The certified letter must be sent to the attention of Risk Management, and shall be received by OC SAN not less than thirty (30) days prior to the effective date of the change(s) if the change would reduce coverage or increase deductibles or SIR amounts or otherwise reduce or limit the scope of insurance coverage provided to OC SAN.

K. Primary Insurance

All liability policies shall contain a Primary and Non-Contributory Clause. Any other insurance maintained by OC SAN shall be excess and not contributing with the insurance provided by CONSULTANT.

L. Separation of Insured

All liability policies shall contain a "Separation of Insureds" clause.

M. Non-Limiting (if applicable)

Nothing in this document shall be construed as limiting in any way, nor shall it limit the indemnification provision contained in this Agreement, or the extent to which CONSULTANT may be held responsible for payment of damages to persons or property.

N. Deductibles and Self-Insured Retentions

Any deductible and/or self-insured retention must be declared to OC SAN on the Certificate of Insurance. All deductibles and/or self-insured retentions require approval by OC SAN. At the option of OC SAN, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects OC SAN; or the CONSULTANT shall provide a financial guarantee satisfactory to OC SAN guaranteeing payment of losses and related investigations, claim administration and defense expenses.

O. Defense Costs

Liability policies shall have a provision that defense costs for all insureds and additional insureds are paid in addition to and do not deplete any policy limits.

P. Subconsultants

The CONSULTANT shall be responsible to establish insurance requirements for any Subconsultant hired by the CONSULTANT. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subconsultant's operations and work.

Q. Limits Are Minimums

If the CONSULTANT maintains higher limits than any minimums shown above, then OC SAN requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.

8. SCOPE CHANGES

In the event of a change in the Scope of Work, reasonably requested by OC SAN, the parties hereto shall use good faith efforts to negotiate an amendment to this Agreement setting forth with particularity all terms of the new Agreement, including but not limited to any additional CONSULTANT's fees. In no event shall (a) either party be required to accept a change in the Scope of Work or (b) CONSULTANT be bound to perform any requested change in the Scope of Work until the parties agree in writing to such change.

9. PROJECT TEAM AND SUBCONSULTANTS

CONSULTANT shall provide to OC SAN, prior to execution of this Agreement, the names and full description of all Subconsultants and CONSULTANT's project team members anticipated to be used on this project by CONSULTANT. CONSULTANT shall include a description of the scope of work to be done by each Subconsultant and each CONSULTANT's project team member. CONSULTANT shall include the respective compensation amounts for CONSULTANT and each Subconsultant on a per-project-element basis, broken down as indicated in Section 2 - COMPENSATION.

There shall be no substitution of the listed Subconsultants and CONSULTANT's project team members without prior written approval by OC SAN.

10. ENGINEERING REGISTRATION AND CONTRACTOR LICENSING

- A. The CONSULTANT shall comply with the Contractor's license requirements, certifications, training, skills, experience, and other qualifications related to goods and services supplied with the SYSTEM.
- B. The CONSULTANT's personnel and their subconsultants performing the DESIGN and other professional services, as applicable, that are comprised of registered engineers and a staff of specialists and draftsmen in each department. The firm itself is not a registered engineer but represents and agrees that wherever in the performance of this Agreement requires the services of a registered engineer, such services hereunder will be performed under the direct supervision of registered engineers.

11. AUDIT PROVISIONS

- A. From the Effective Date until CONSULTANT's receipt of the final payment hereunder, OC SAN retains the right to perform an audit using its own staff or engage a third party auditor who does not have a conflict with CONSULTANT, to access, review, examine, and audit, at OC SAN's own cost and expense, any books and records that CONSULTANT is required by this Agreement to maintain and that OC SAN determines reasonably necessary to verify that the CONSULTANT is in compliance with all requirements under this Agreement. The CONSULTANT shall include OC SAN's right as described above, in any and all of their subcontracts, and shall ensure that these rights are binding upon all Subconsultants.
- B. OC SAN retains the right to perform an audit using its own staff or engage a third party auditor who does not have a conflict with CONSULTANT, to examine CONSULTANT's financial books and records OC SAN that are reasonably necessary to verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred or to ensure CONSULTANT's compliance with all requirements under this Agreement during the term of this Agreement and for a period of three (3) years after its termination.
- C. CONSULTANT shall maintain complete and accurate records in accordance with generally accepted industry standard practices for the periods of time required under Sections 11.A and 11.B.
- D. The provisions of this Section D shall apply to any audit conducted pursuant to this Section 11. The CONSULTANT shall make available to OC SAN's third party auditor for review and audit, all project related accounting records and documents, and any other financial data within 15 days after receipt of written notice from OC SAN. Promptly following such auditor's written request, the CONSULTANT shall submit exact duplicates of originals of all requested records to OC SAN. If an audit is performed, CONSULTANT shall ensure that a qualified employee of the CONSULTANT will be available to assist OC SAN's auditor in obtaining all project related accounting records and documents, and any other financial data. Any records or documents provided to or otherwise made available by CONSULTANT under this Section 11 are and shall remain the confidential information of CONSULTANT and may not be disclosed to any third party or used for any reason other than as set forth in this Section 11. Notwithstanding anything to the contrary in this Agreement, in no event shall CONSULTANT be obligated to provide OC SAN or its auditor technical information regarding the SYSTEM that CONSULTANT maintains as a trade secret.

12. LEGAL RELATIONSHIP BETWEEN PARTIES

The legal relationship between the parties hereto is that of an independent contractor and nothing herein shall be deemed to make CONSULTANT an employee of OC SAN.

13. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid.

Notices shall be mailed to OC SAN at:

ORANGE COUNTY SANITATION DISTRICT
10844 Ellis Avenue
Fountain Valley, CA 92708-7018
Attention: «Contracts Administrator's Name», «Contracts Administrator's Title»
Copy: Jacob Dalgoff, Project Manager

Notices shall be mailed to CONSULTANT at:

374Water Systems, Inc.
3710 Shannon Road
Suite 51877
Durham, NC 27717
Attention: Kobe Nagar, President and Chief Executive Officer
Copy: Belton Copp, Project Manager

All communication regarding the Scope of Work, will be addressed to the Project Manager. Direction from other OC SAN's staff must be approved in writing by OC SAN's Project Manager prior to action from the CONSULTANT.

14. TERMINATION

OC SAN may terminate this Agreement at any time, without cause, upon giving sixty (60) days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to compensation for work performed on a prorated basis through and including the effective date of termination and for any non-cancellable costs that will be incurred following the effective date of termination.

CONSULTANT shall be permitted to terminate this Agreement upon thirty (30) days written notice only if CONSULTANT is not compensated for billed amounts in accordance with the provisions of this Agreement, when the same are due.

Notice of termination shall be mailed to OC SAN and/or CONSULTANT in accordance with Section 13 - NOTICES.

If not earlier terminated in accordance with the provisions set forth in this Section 14, this Agreement shall automatically terminate upon the completion of sale of the System and the completion of all of the services set forth in Sections A-1 through A-3 of Attachment "A".

15. DESIGN SERVICES DOCUMENTS; RESULTS; PUBLICITY

The documents specified in Section A-1 of Attachment A as deliverables to be provided by CONSULTANT as part of the DESIGN SERVICES shall become the property of OC SAN upon the completion of the work. CONSULTANT agrees to furnish to

1. OC SAN copies of such deliverables promptly following its receipt of a request in writing by OC SAN. Except as set forth in this Section 15, CONSULTANT transfers no intellectual property rights to OC SAN under this Agreement.
2. If at any time following the transfer of title to the SYSTEM to OC SAN, CONSULTANT learns any information about the SYSTEM as a result of its performance of the INSTALLATION, OPERATIONS, MAINTENANCE, AND TRAINING SERVICES; or SYSTEM SUPPORT SERVICES (any such information, the "RESULTS"), then CONSULTANT shall have the right to use the RESULTS for any purpose. OC SAN may not use the results for any purpose other than as necessary or useful to operate, maintain and repair the System for its intended purpose. Use of this material for the purpose of presenting at trade shows and/or conferences is acceptable with the approval of CONSULTANT.
3. The parties shall use reasonable efforts to, promptly following the Effective Date, issue a mutually agreed-upon joint press release or other document as required by law regarding the fact that the parties have entered into this Agreement. Promptly following the conclusion of the CONSULTANT OPERATING TERM, the parties shall use reasonable efforts to issue an additional mutually agreed-upon joint press release regarding OC SAN's purchase and operating of the SYSTEM. Any information contained in any such press release may be subsequently disclosed by either party without the consent of the other party for any purpose. OC SAN hereby agrees to allow CONSULTANT to bring prospective investors and customers to OC SAN's property to view the SYSTEM during regular business hours during the CONSULTANT OPERATING TERM. Following the conclusion of the CONSULTANT OPERATING TERM, and following CONSULTANT's reasonable advance written request, OC SAN agrees to permit CONSULTANT and its prospective customers to access and view the SYSTEM during regular business hours.

16. COMPLIANCE

A. Labor

CONSULTANT certifies by the execution of this Agreement that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Air Pollution

CONSULTANT and its subconsultants and subcontractors shall comply with all federal, state and local air pollution control laws and regulations applicable to the services provided under this Agreement.

17. AGREEMENT EXECUTION AUTHORIZATION

Both OC SAN and CONSULTANT do covenant that each individual executing this document by and on behalf of each party is a person duly authorized to execute agreements for that party.

18. DISPUTE RESOLUTION

In the event of a dispute arising between the parties regarding performance or interpretation of this Agreement, the dispute shall be resolved by binding arbitration under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), or similar organization or entity conducting alternate dispute resolution services.

19. ATTORNEY'S FEES, COSTS AND NECESSARY DISBURSEMENTS

If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

20. PROGRESS REPORTS

Monthly progress reports shall be submitted for review by the tenth day of the following month and must include as a minimum: 1) current activities, 2) future activities, 3) potential items that are not included in the Scope of Work, 4) concerns and possible delays, 5) percentage of completion, and 6) budget status.

21. WARRANTY FOR DESIGN SERVICES; WARRANTY OF SYSTEM

WARRANTY FOR DESIGN SERVICES. CONSULTANT shall perform the DESIGN SERVICES in accordance with generally accepted industry and professional standards. If, within the 12-month period following completion of the DESIGN SERVICES, OC SAN informs CONSULTANT that any part of the DESIGN SERVICES fail to meet those standards, CONSULTANT shall, within the time prescribed by OC SAN, use commercially reasonable efforts to correct or complete the noted deficiency(ies).

WARRANTY OF SYSTEM. If, within the 12-month period following completion of startup and commissioning of the SYSTEM, performed as part of Task 6 in Section A-3 of Attachment "A" as described in Section 1.C.2, OC SAN informs CONSULTANT that any part of the SYSTEM fails to meet the applicable standards required under this Agreement, CONSULTANT shall, within the time agreed to by OC SAN and CONSULTANT, use commercially reasonable efforts to correct or remedy the noted deficiency(ies) at CONSULTANT'S sole cost and expense. If the defect cannot be

corrected or remedied through CONSULTANT's use of commercially reasonable efforts after a reasonable period of time, then OC SAN's sole remedy shall be to re-sell the AirSCWO Nix6 to CONSULTANT in accordance with the procedures set forth in Section 28. Notwithstanding the foregoing, if the failure of the SYSTEM to meet the applicable standards is the result of OC SAN's use of the SYSTEM in a manner other than that for which it was designed or intended or otherwise not in accordance with the DOCUMENTATION, CONSULTANT shall not be obligated to correct or remedy such defect. OC SAN shall provide CONSULTANT remote monitoring access to the control system via the web.

EXCEPT AS SET FORTH IN THIS SECTION 21, CONSULTANT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NONINFRINGEMENT.

22. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend (at CONSULTANT's sole cost and expense and with legal counsel approved by OC SAN, which approval shall not be unreasonably withheld), protect and hold harmless OC SAN and all of OC SAN's officers, directors, employees, CONSULTANT's, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or CONSULTANT's fees and costs and OC SAN's general and administrative expenses; individually, a "Claim"; collectively, "Claims") which may arise from or are in any manner related, directly or indirectly, to any work performed, or any operations, activities, or services provided by CONSULTANT in carrying out its obligations under this Agreement to the extent of the negligent, recklessness and/or willful misconduct of CONSULTANT, its principals, officers, agents, employees, CONSULTANT's suppliers, CONSULTANT, Subconsultants, subcontractors, and/or anyone employed directly or indirectly by any of them, regardless of any contributing negligence or strict liability of an Indemnified Party. Notwithstanding the foregoing, nothing herein shall be construed to require CONSULTANT to indemnify the Indemnified Parties from any Claim arising solely from:

- (A) the active negligence or willful misconduct of the Indemnified Parties; or
- (B) a natural disaster or other act of God, such as an earthquake; or
- (C) the independent action of a third party who is neither one of the Indemnified Parties nor the CONSULTANT, nor its principal, officer, agent, employee, nor CONSULTANT's supplier, CONSULTANT, Subconsultant, subcontractor, nor anyone employed directly or indirectly by any of them.

Exceptions (A) through (B) above shall not apply, and CONSULTANT shall, to the fullest extent permitted by law, indemnify the Indemnified Parties, from Claims arising from more than one cause if any such cause taken alone would otherwise result in the obligation to indemnify hereunder.

CONSULTANT's liability for indemnification hereunder is in addition to any liability CONSULTANT may have to OC SAN for a breach by CONSULTANT of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONSULTANT's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

23. DUTY TO DEFEND

The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend shall exist regardless of any ultimate liability of CONSULTANT and shall be consistent with Civil Code Section 2782.8. Such defense obligation shall arise immediately upon presentation of a Claim by any person if, without regard to the merit of the Claim, such Claim could potentially result in an obligation to indemnify one or more Indemnified Parties, and upon written notice of such Claim being provided to CONSULTANT. Payment to CONSULTANT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. In the event a final judgment, arbitration, award, order, settlement, or other final resolution expressly determines that the claim did not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, to any extent, then OC SAN will reimburse CONSULTANT for the reasonable costs of defending the Indemnified Parties against such claims.

CONSULTANT's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

24. LIMITATION OF LIABILITY

Except for CONSULTANT's obligations to indemnify and defend OC SAN for personal injury, bodily injury and property damage to the extent otherwise required by this Agreement, the CONSULTANT's total liability to OC SAN arising out of or in connection with this Agreement shall not exceed 300% value of the AirSCWO NIX6 UNIT as stated in Attachment "E".

25. CONSULTANT PERFORMANCE

The CONSULTANT's performance shall be evaluated by OC SAN. A copy of the evaluation shall be sent to the CONSULTANT for comment. The evaluation, together with the comments, shall be retained by OC SAN and may be considered in future CONSULTANT selection processes.

26. COMPLIANCE WITH OC SAN POLICIES AND PROCEDURES

CONSULTANT shall comply with all OC SAN policies and procedures including the Contractor Safety Standards, as applicable, all of which may be amended from time to time.

27. CLOSEOUT

When OC SAN determines that all Work authorized under the Agreement is fully complete and that OC SAN requires no further work from CONSULTANT, or the Agreement is otherwise terminated or expires in accordance with the terms of the Agreement, OC SAN shall give the Consultant written notice that the Agreement will be closed out. CONSULTANT shall submit all outstanding billings, work submittals, deliverables, reports or similarly related documents as required under the Agreement within thirty (30) days of receipt of notice of Agreement closeout.

Upon receipt of CONSULTANT's submittals, OC SAN shall commence a closeout audit of the Agreement and will either:

- i. Give the CONSULTANT a final Agreement Acceptance: or
- ii. Advise the CONSULTANT in writing of any outstanding item or items which must be furnished, completed, or corrected at the CONSULTANT's cost.

CONSULTANT shall be required to provide adequate resources to fully support any administrative closeout efforts identified in this Agreement. Such support must be provided within the timeframe requested by OC SAN.

Notwithstanding the final Agreement Acceptance the CONSULTANT will not be relieved of its obligations hereunder, nor will the CONSULTANT be relieved of its obligations to complete any portions of the work, the non-completion of which were not disclosed to OC SAN (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise); and the CONSULTANT shall remain obligated under all those provisions of the Agreement which expressly or by their nature extend beyond and survive final Agreement Acceptance.

Any failure by OC SAN to reject the work or to reject the CONSULTANT's request for final Agreement Acceptance as set forth above shall not be deemed to be acceptance of the work by OC SAN for any purpose nor imply acceptance of, or agreement with, the CONSULTANT's request for final Agreement Acceptance.

28. FORCE MAJEURE

Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government or any other cause beyond its control, but said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Contract. This Section 28 shall not operate to excuse or delay the performance of any payment obligation.

29. SYSTEM UPGRADE CREDIT; CONSULTANT’S REPURCHASE RIGHT

If, within two years of the Effective Date, OC SAN desires to purchase a larger system from CONSULTANT (for example, the CONSULTANT’S “AirSCWO NIX30 UNIT”), then OC SAN shall have the right to return the AirSCWO NIX6 UNIT, at OC SAN’s cost and expense, to CONSULTANT in exchange for a credit against the purchase price of such larger system. The value of such credit shall be the amount of the purchase price identified on Section A-2 of Attachment “A” for the AirSCWO NIX6 UNIT.

If, at any time, OC SAN desires to cease operation of the SYSTEM or desires to dispose of the SYSTEM in whole or in part, OC SAN shall provide CONSULTANT with sixty (60) days prior written notice, and CONSULTANT shall have the right to purchase the AirSCWO NIX6 UNIT from OC SAN for a price equal to the market price identified on Section A-2 of Attachment “A” for the AirSCWO NIX6 UNIT. This Section 29 shall survive the termination of this Agreement.

30. SEVERABILITY; ENTIRE AGREEMENT

If any section, subsection, or provision of this Agreement, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Agreement or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the parties. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all previous negotiations between them pertaining to the subject matter thereof.

IN WITNESS WHEREOF, this Agreement has been executed in the name of OC SAN, by its officers thereunto duly authorized, and CONSULTANT as of the day and year first above written.

CONSULTANT: 374WATER SYSTEMS, INC.

By _____ Date _____

Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By _____ Date _____
John B. Withers
Board Chairman

By _____ Date _____
Kelly A. Lore
Clerk of the Board

By _____ Date _____
Ruth Zintzun
Purchasing & Contracts Manager

Attachments:

- Attachment "A" – Scope of Work
- Attachment "B" – Not Used
- Attachment "C" – Conflict of Interest Disclaimer
- Attachment "D" – Not Used
- Attachment "E" – Fee Proposal
- Attachment "F" – Not Used
- Attachment "G" – Acknowledgement of the Agreement
- Attachment "H" – Not Used
- Attachment "I" – Not Used
- Attachment "J" – Not Used
- Attachment "K" – Not Used
- Attachment "L" – Contractor Safety Standards