



**City of Libby**  
**Libby Montana**  
www.cityoflibby.com

PO Box 1428  
952 E. Spruce Street  
Libby MT, 59923  
(406) 293-2731  
Fax (406) 293-4090

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**REGULAR COUNCIL MEETING #1703**  
**MONDAY, JUNE 15, 2026 @ 7:00 PM**  
**COUNCIL CHAMBERS – CITY HALL**

**CALL TO ORDER:**

- Pledge of Allegiance
- Prayer by Jeff O’Connell
- Roll Call
- Welcome/Announcements
- Approve minutes for Council Meeting # 1702 dated June 1, 2026.

**REPORTS:**

**DEPARTMENT HEADS:**

- City Administrator

**COUNCIL COMMITTEES:**

- Budget
- Building
- Cemetery/Parks
- Fire
- Lights/Streets/Sidewalks
- Ordinance
- Water/Sewer
- Wildlife

**OTHER BOARDS:**

- Planning/Zoning
- Shade Tree

**PUBLIC COMMENT ON NON-AGENDA ITEMS:** This is an opportunity for the public to offer comments related to issues that are not currently on the agenda that the council has jurisdiction over. Public comment is limited to 3 minutes.

**NEW BUSINESS:** The mayor will introduce each new agenda item with a description of the item and an explanation for the recommended action to be taken. Following council discussion on each item, there will be an opportunity for public comment. Public comment is limited to 3 minutes concerning the agenda item being discussed only.

1. Fish Wildlife & Parks (FWP) update.
2. Approve Riverfront Blues Festival noise variance request for August 7th and 8<sup>th</sup>.
3. Fireman’s Park Use Request – GTS Riding Club Suicide Awareness Event on August 29<sup>th</sup>, 4pm – 8pm - Decision.

4. Approve Resolution 2068 setting the salaries and wages of elected officers, appointed officers, and city employees.
5. Approve State Fund quote for Workers' Compensation.
6. Approve Tetra Tech contract for Disaster Recovery Soils Analysis.
7. Approve bid for 1" asphalt overlay on Cabinet Heights Rd. for Disaster Recovery.
8. Approve Temp Bridge bid for Disaster Recovery Geotech Analysis.
9. Discuss City Hall security cameras.
10. Review applications for Community Development position.
11. Approve all claims received to date.
12. Approve all business license applications received to date.
  - a. Getting' Bizzy, 192 Elk Haven Rd, Troy, Individual, House cleaning services.
  - b. Heavy Lift Construction LLC, 45 Pioneer Rd., LLC, General Contractor.
  - c. Lolos Asian Cuisine, 90 Echo Lane, LLC, Food trailer – Filipino food, noodles, dry goods, and drinks.

**UNFINISHED BUSINESS:** Each item will be introduced by the mayor (or assigned liaison) with a description of the item. Following council discussion on each item, there will be an opportunity for public comment. No action will be taken. Public comment is limited to 3 minutes concerning each item.

**GENERAL COMMENTS FROM COUNCIL:** Public comment will not be taken during this portion of the meeting

**ADJOURNMENT:**

The manner of Addressing Council:

- Each person, not a Council member, shall address the Council at the time designated in the agenda or as directed by the Council, by stepping to the podium or microphone, giving that person's name and address in an audible tone of voice for the record, unless further time is granted by the Council, shall limit the address to the Council to three minutes.
- All remarks shall be addressed to the Council as a body and not to any member of the Council or Staff with no personal remarks allowed.
- No person, other than the Council and the person having the floor, shall be permitted to enter any discussion either directly or through a member of the Council, without the permission of the Presiding Officer.
- Any person making personal, impertinent, or slanderous remarks or who shall become boisterous or disruptive during the council meeting shall be forthwith barred from further presentation to the council by the presiding officer unless permission to continue is granted by a majority vote of the council.

**ATTENTION:**

To access this meeting electronically with **ZOOM**,  
Dial: 253-215-8782  
Meeting ID: 4042719951  
Password: 151041  
Posted: 6/11/26

Dear City Council Members of Libby, Montana,

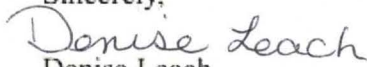
I am Denise Leach, a member of "Gone Too Soon", a local riding club. We are a not-for-profit with a 501c3. GTS was started in Idaho following the death of Colton Holzheu in an effort to honor those we have lost to suicide, vehicular accidents, medical diagnoses, and so on as an avenue to bring about healing for our communities as well as awareness regarding issues that affect us all. Funds from our events are used to help with funeral costs for people in our community. For example, GTS donated a portion to Randy Dempewolf. We also assist people with medical costs. For example, we've recently done a fundraiser for a resident with prostate cancer.

In an effort to begin an annual local event for this riding club called "The Fight Run", we request permission to use Fireman's Park on the evening of August 29, 2026 between 4pm to 8pm. Our club will be hosting a Poker Run/Fundraiser to raise suicide awareness as well as offer support for those who are battling with suicidal thoughts. The event will begin and end in Libby, drawing bikers from NW Montana and Idaho. This event will include a speaker, Joe DeCree, from Kalispell, as well as Veterans from across Lincoln and Flathead Counties. The wrap-up of the Poker Run is intended to be for all ages, family friendly, with activities for children as well as adults, which is why we are interested in the usage of Fireman's Park, to include the reservation of at least one of the covered pavilions with access to power for our sound system.

We are still in the planning stages, but we hope to have local churches attend with information of what they offer to our community for mental health support. We also hope to have various vendors set-up for the evening. We do plan to have food for sale: a hotdog plate with chips and drink. There will be a raffle, t-shirt sales, and other opportunities for our community to both learn about our group and help us help others.

Thank you for your consideration. I will be present at the next council meeting to answer any questions you may have.

Sincerely,

  
Denise Leach

Representative and Point-of-Contact for "Gone Too Soon"

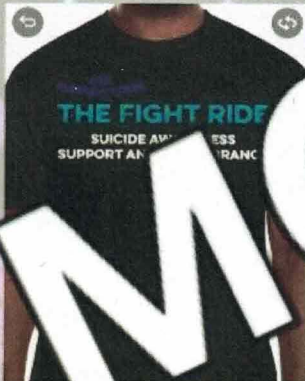
# GTS PRESENTS: THE FIGHT RIDE

A CHAMPAIGN RUN TO RAISE SUICIDE AWARENESS  
SUPPORT THOSE BATTLING SUICIDAL THOUGHTS  
REMEMBER THOSE WHO HAVE ALREADY LOST THE FIGHT

PRE-ORDER YOUR SUPPORT T-SHIRT

\$25

CONTACT: XYZGTS@GMAIL.COM



# MOCK UP



POKER RUN

50/50 RAFFLE

9.29.2026

REGISTRATION 12PM @ KAIJU

\$10/RIDER

\$5/EXTRA HAND



LIBBY, MT

**RESOLUTION NO 2068**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBBY,  
MONTANA SETTING THE SALARIES AND WAGES OF ELECTED  
OFFICERS, APPOINTED OFFICERS, AND CITY EMPLOYEES**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBBY THAT:**

1. The salaries of the elected officers of the City of Libby shall be as follows for June 28, 2026 through June 26, 2027:

Mayor	\$ 8,866.00 per year
Council President	\$ 5,642.00 per year
Council Member	\$ 4,446.00 per year

2. The salaries and wages of the appointive officers of the City of Libby shall be as follows for June 28, 2026 through June 26, 2027:

City Attorney	\$ 98,413.00 per year
Fire Chief	\$ 6,864.00 per year
City Administrator	\$ 36.27 per hour
City Deputy Administrator	\$ 28.89 per hour
City Clerk/Treasurer	\$ 28.04 per hour

3. The salaries and wages for the City employees shall be as follows for June 28, 2026 through June 26, 2027:

Assistant Fire Chief	\$ 2,782.00 per year
2 <sup>nd</sup> Assistant Fire Chief	\$ 2,782.00 per year
Building Inspector	75% of permits sold

Police Chief	Grade 13-Step 23	\$ 32.23 per hour
Police Sergeant	Grade 12-Step 30	\$ 32.19 per hour
Police Officer	Grade 11-Step 3	\$ 22.79 per hour
Police Officers	Grade 11-Step 2	\$ 22.56 per hour
Police Officer	Grade 11-Step 1	\$ 22.34 per hour

Water Treatment Operators	Grade 12-Step 34	\$ 33.50 per hour
	Grade 11-Step 13	\$ 25.17 per hour
	Grade 10-Step 3	\$ 20.99 per hour

Sewer Treatment Operators	Grade 12-Step 3	\$ 24.61 per hour
	Grade 10-Step 3	\$ 20.99 per hour
	Grade 10-Entry	\$ 20.38 per hour

Water Distribution Operators	Grade 11-Step 22	\$ 27.53 per hour
	Grade 10-Step 2	\$ 20.79 per hour

Street Supervisor	Grade 13-Step 13	\$ 29.18 per hour
Equipment Operators (Foreman)	Grade 12-Step 13	\$ 27.18 per hour
	Grade 10-Step 9	\$ 22.29 per hour
	Grade 10-Step 5	\$ 21.42 per hour
Mechanic	Grade 12-Step 19	\$ 28.85 per hour
Floater	Grade 10-Step 7	\$ 21.85 per hour
Deputy Clerks	Grade 10-Step 1	\$ 20.58 per hour
	Grade 10- Step 1	\$ 20.58 per hour

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LIBBY,  
MONTANA this 15<sup>th</sup> day of June 2026.**

ATTEST:

\_\_\_\_\_  
Mayor Hugh Taylor

\_\_\_\_\_  
Clerk-Treasurer Leann Monigold

## City of Libby

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**From:** McCutcheon, Sean (MMA) <Sean.McCutcheon@MarshMMA.com>  
**Sent:** Tuesday, June 2, 2026 4:28 PM  
**To:** 'City of Libby'; 'city.admin@cityoflibby.com'  
**Cc:** McCutcheon, Kevin (MMA); Sauer, Sherry (MMA)  
**Subject:** RE: City of Libby Workers Compensation Coverage - Marsh/Montana State Fund Option  
**Attachments:** Quote Proposal.pdf

Good Afternoon Samuel and Leann,

Please see the attached revised quote bases on the updated payroll from Leann as follows:

- 1.) Please see the attached quote for \$40,420.97
- 2.) The quote includes the Presumptive Disease and coverage for the Volunteer Firefighters
- 3.) The quote includes automatic coverage for all other volunteers - Do not need to track volunteers
- 4.) The Montana State Fund also pays dividends approximately 2 years after policy expiration. Last year the Montana State Fund returned 23% of policyholder premium back to policyholders. Note: The Montana State Fund has paid dividends for 26 consecutive years. Dividends are not guaranteed and must be declared by the Montana State Fund board of directors on an annual basis. The State Fund remains committed to paying dividends.

Note: We want to help ensure the city of Libby has information regarding Montana State Fund including an overview of resources, coverages, payroll reporting, and claim filing. We encourage you to register for an informational webinar for Cities that are moving to the Montana State Fund at the following link: <https://form.jotform.com/260574838547066>

### **Webinars are scheduled on the following dates:**

Tuesday, June 9, 2026 9:00am – 10:00am

We appreciate the opportunity. Please let us know if you have any questions.

Best,

Sean

### **Sean McCutcheon, CIC**

Sales Executive, Business Insurance

Marsh & McLennan Agency LLC – OH18131

CA Insurance License #0K75218

T +1 406 457 2136 | M +1 406 461 4821

1108 Livingston Ave | Helena, MT | 59601

[sean.mccutcheon@MarshMMA.com](mailto:sean.mccutcheon@MarshMMA.com) | [MMANorthwest.com](http://MMANorthwest.com)

[LinkedIn](#)



**Phone:** 406-495-5000 | **Email:** [stfpolicy@mt.gov](mailto:stfpolicy@mt.gov) | **Website:** [montanastatefund.com](http://montanastatefund.com)  
**Mailing Address:** P.O. Box 4759 Helena MT 59604-4759

June 2, 2026

SEAN MCCUTCHEON  
MARSH MCLENNAN AGENCY HELENA  
PO BOX 6127  
HELENA MT 59604-6127

RE:	CITY OF LIBBY
Policy No:	06-616664-9
Proposed Effective Date:	07/01/2026
Policy Type:	Installment Plan Policy

Thank you for requesting a quote from Montana State Fund! We value your partnership to provide workers' compensation coverage.

Please review the quote details and ensure the payroll estimates are accurate for each employee classification as this is the basis for premium calculation. To minimize any future billing adjustments, please let us know if any of the information should be revised.

This quote is being offered as an installment plan with annual payroll reporting. We'll send an invoice for 12 monthly installments using the estimated payroll provided. At the end of the policy term, a payroll report or a premium audit request will be provided to reconcile the policy for the year. If changes to the payment plan are desired, please reach out to us to request a plan that better meets the business needs.

Thank you, we appreciate you and the opportunity to offer a quote. Please contact us to bind coverage with Montana State Fund.

Sincerely,

Lyric Murphy  
406-495-5187  
[lyric.murphy@safemt.gov](mailto:lyric.murphy@safemt.gov)



Phone: 406-495-5000 | Email: [stfpolicy@mt.gov](mailto:stfpolicy@mt.gov) | Website: [montanastatefund.com](http://montanastatefund.com)  
 Mailing Address: P.O. Box 4759 Helena MT 59604-4759

## WORKERS' COMPENSATION POLICY QUOTE PROPOSAL

**1. INSURED:**

CITY OF LIBBY  
 PO BOX 1428  
 Libby MT 59923

**Policy #:** 06-616664-9  
**Date:** 06/02/2026  
**Proposed Effective Date:** 07/01/2026

Agent: SEAN MCCUTCHEON      Phone: 406-442-5360      Agency: MARSH MCLENNAN AGENCY  
 HELENA

**2. POLICY PERIOD:** From 07/01/2026 12:01 A.M. to 07/01/2027 12:01 A.M.

**3. PROPOSED PREMIUM:** The premium for this policy will be determined by our Manuals of Rules, Class Codes, Rates, and Rating Plans. All information required below is subject to verification and change by audit. Please notify us of any change in your business operations.

**CLASSIFICATION CODES AND ESTIMATED COST**

**INSURED:** CITY OF LIBBY  
**LOCATION:** 952 E SPRUCE STREET - LIBBY MT 59923

**EMPLOYERS LIABILITY LIMITS**

\$1,000,000 Bodily Injury By Accident, Each Accident  
 \$1,000,000 Bodily Injury By Disease, Each Employee  
 \$1,000,000 Bodily Injury By Disease, Policy Limit

CODE	DESCRIPTION	PAYROLL	RATE	REMIT RATE	PREMIUM
7704-03	MUNICIPAL FIREFIGHTERS AND DRIVERS	\$12,636.00	\$6.421	\$5.972	\$811.36
7704-05	VOL FF AND D-BASIC AND PRESUMPTIVE DISEASE ELECTIONS: BASIC ELECTION ASSESSMENT	\$29,000.00	\$6.421	\$5.972	\$1,862.09
7704-06	VOL FF AND D-BASIC AND PRESUMPTIVE DISEASE ELECTIONS: PRESUMPTIVE DISEASE SURCHG	\$19,082.00	\$6.421	\$5.972	\$1,225.26
7720-02	POLICE OFFICERS AND DRIVERS	\$343,006.00	\$2.262	\$2.104	\$7,758.80
8743-00	MUNICIPAL: PROFESSIONAL OR ADMINISTRATIVE	\$363,994.00	\$0.460	\$0.428	\$1,674.37
8810-01	CLERICAL OFFICE EMPLOYEES NOC	\$0.00	\$0.152	\$0.141	\$0.00
9410-00	MUNICIPAL: ADMINISTRATIVE OR NON-PROFESSIONAL	\$320,178.00	\$1.289	\$1.199	\$4,127.09
9420-00	MUNICIPAL-ALL OTHER EMPLOYEES AND DRIVERS	\$455,578.00	\$5.608	\$5.216	\$25,548.81

**STANDARD PREMIUM FOR 07/01/2026 - 07/01/2027**

DESCRIPTION	FACTOR	PREMIUM
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Manual Premium		\$43,007.78
Employers Liability	1.0110	\$473.09
Subject Premium		\$43,480.87
Modified Premium		\$43,480.87
Scheduled Rating	0.9400	\$-2,608.85
Standard Premium		\$40,872.02

**TERM PREMIUM FOR 07/01/2026 - 07/01/2027**

DESCRIPTION	FACTOR	PREMIUM
Total Standard Premium		\$40,872.02
Volume Discount		\$-1,443.60
Expense Constant		\$180.00
Total Premium		\$39,608.42
Terrorism	0.0050	\$77.17
Catastrophe	0.0100	\$154.35

**TOTAL PREMIUM BEFORE DEPARTMENT OF LABOR & INDUSTRY (DLI) ASSESSMENTS: \$39,839.94**

**DEPARTMENT OF LABOR & INDUSTRY (DLI) ASSESSMENTS:**

DESCRIPTION	PERCENTAGE	PREMIUM
Occupational Safety and Health (OSH) Assessment – Assessment Percentage:	0.6312%	\$251.47
Workers Compensation Administrative (Admin) Assessment – Assessment Percentage:	0.5441%	\$216.77
Stay at Work/Return to Work (SAW/RTW) Assessment – Assessment Percentage:	0.0000%	\$0.00
Subsequent Injury Fund (SIF) Assessment – Assessment Percentage:	0.2831%	\$112.79

**TOTAL ESTIMATED ANNUAL COST: \$40,420.97**

*By law, each policy is subject to regulatory assessments that are established by and paid to the Department of Labor & Industry. The assessments are a percentage of premium, are billed with premium and cancellation may occur for failure to pay assessments. These are the assessments for this policy period.*



# Professional Services Agreement

**PROJECT:** Flower Creek Embankment Rehabilitation **JOB #:** ###

**CLIENT:** City of Libby ("Client")

**ADDRESS:** 952 E. Spruce St., P.O. Box 1428, Libby, MT 59923

**CONTACT:** Samuel Sikes Tel: 406-293-1278 e-mail: City.admin@cityoflibby.com

**CONSULTANT:** Tetra Tech, Inc ("Tetra Tech")

**ADDRESS:** 2525 Palmer Street, Suite 2 Missoula, MT 59808

**CONTACT:** Marco Fellin Tel: (406) 241-4410 e-mail: marco.fellin@tetratech.com

**PROJECT DESCRIPTION:** Geotechnical investigation of damaged Lower Flower Creek embankment for rehabilitation or replacement.

**SCOPE OF SERVICES (Attachment)**       **SCHEDULE (Attachment)**       **ADDITIONAL PROVISIONS (Attachment)**

**COMPENSATION:**

- LUMP SUM.** Compensation for these services shall be a Lump Sum of \$X. Invoices will be based on the % of services completed during the billing period.
- TIME AND MATERIALS.** Compensation for these services will not exceed \$182,200 without written authorization and will be based on the following option (per the attached Estimate of Professional Services or List of Hourly Rates), plus Reimbursable Expenses (Other Direct Costs (ODC's) and lower tier subcontractors) times a factor of 1.15.

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, Tetra Tech shall submit a fee estimate for such services and a contract modification shall be negotiated and approved by the Client prior to any effort being expended on such services. Direct Job Wages and Hourly Rates for Time and Materials contracts are subject to increase to reflect annual salary escalation, promotions/reclassifications of staff, or increases to overhead factors.

**SCHEDULE OF PAYMENTS:** Tetra Tech shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within twenty (20) days of the invoice date. Should any portion of an invoice be questioned in writing, Client is obligated to pay the undisputed portion of invoice within 30 days. Tetra Tech shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Tetra Tech is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give Tetra Tech the right to stop work until payments are current. Non-payment beyond ninety (90) days shall be just cause for termination by Tetra Tech.

For all payments, electronic payment is the preferred method of payment as detailed in Exhibit A.

For all other payments, Tetra Tech, Inc. Accounts Receivable Point of Contact is TES.ARremittances@TetraTech.com or Frieda Vilhauer at (303) 664-4621.

Client Accounts Payable Point of Contact: Debbie Lloyd at (406) 437-9851 or debbielloyd@tetratech.com

**EXECUTION:** Execution of this document by duly authorized representatives of Tetra Tech and Client, including Tetra Tech's Standard Terms & Conditions (attached) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither Tetra Tech nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

<b>CLIENT:</b>	City of Libby	<b>CONSULTANT:</b>	Tetra Tech, Inc.
<b>BY:</b>	Samuel Sikes	<b>BY:</b>	Marco Fellin
<b>SIGNATURE:</b>		<b>SIGNATURE:</b>	
<b>TITLE:</b>	Project Manager	<b>TITLE:</b>	Project Manager
<b>DATE:</b>		<b>DATE:</b>	June 9, 2026

## Professional Services - Standard Terms & Conditions

**SERVICES.** Tetra Tech will perform services for the Project as set forth in attachment and in accordance with these Terms & Conditions. Tetra Tech has developed the Project Scope of Services, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Tetra Tech in performing the services.

**PROJECT REQUIREMENTS.** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Tetra Tech at Project inception. Tetra Tech will review the Client design standards, and may recommend alternate standards considering the standard of care provision.

**SITE ACCESS.** The Client shall obtain all necessary approvals for Tetra Tech to access the Project site(s). Access to the site shall not be unreasonably withheld. In the event that Tetra Tech is encumbered or prevented from entering the site through no fault of Tetra Tech, Client shall reimburse Tetra Tech for all costs related thereto.

**PERIOD OF SERVICE.** Tetra Tech shall perform the services for the Project in a timely manner consistent with sound professional practice. Tetra Tech will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Tetra Tech shall be entitled to an extension of time and compensation adjustment for any delay beyond Tetra Tech control. Tetra Tech shall not be responsible for any delays resulting from Client, government, or third party actions or inactions.

**ADDITIONAL SERVICES/CHANGES.** The Client and Tetra Tech acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen, including guidance provided by and/or restrictions imposed by local, state or federal government. In that event, Tetra Tech shall notify the Client of the need for additional services and the Client shall pay for such additional services and extend contract schedule in an amount and manner as the parties may subsequently agree.

**INDEPENDENT CONSULTANT.** Tetra Tech shall serve as an independent consultant for services, provided under this agreement and not as a partner, agent or fiduciary. Tetra Tech shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by Tetra Tech.

**STANDARD OF CARE.** Services provided by Tetra Tech will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances in a similar vicinity.

**COMPLIANCE WITH LAWS.** Tetra Tech shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, guidance, and standards

applicable at the time the services are performed. In the event that standards of practice change during the Project, Tetra Tech shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both Tetra Tech and the Client shall abide by all local, state, and federal regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act of 2010 and Economic Crime and Corporate Transparency Act of 2023, Brazilian Clean Companies Act, Corruption of Foreign Public Officials Act, and other laws as may apply.

**PERMITS AND APPROVALS.** If included in the scope of services, Tetra Tech will assist the Client in preparing applications and supporting documents for the Client to secure necessary related permits, licenses, consents and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees. Tetra Tech shall act only as an advisor in governmental relations. Tetra Tech shall not be responsible for any delays due to the action or inaction of the Client or any third parties.

**PRESERVATION OF SAMPLES.** Tetra Tech shall not be obligated to preserve samples of soil, rock, or water obtained from the project site(s) for longer than thirty (30) days after the issuance of any document that includes, but is not limited to, the data obtained from those samples. Client agrees to receive any such sample material for its sole, lawful storage, treatment, or disposal at any time after expiration of the 30-day term.

**OWNERSHIP OF DOCUMENTS.** Documents prepared by Tetra Tech for the Project are instruments of service and shall remain the property of Tetra Tech. Record documents of service shall be based on the printed copy. Tetra Tech will furnish documents electronically; however, the Client releases Tetra Tech from any liability that may result from documents used in this form. Any unauthorized reuse of the Documents on this or other projects, without Tetra Tech's prior written consent, shall be at the Client's sole risk, and Client shall defend, indemnify and hold Tetra Tech harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse of the Work Product by Client or by others acting through Client.

**THIRD PARTY BENEFICIARIES/RELIANCE.** There are no third party beneficiaries of this Agreement, and no third party may rely upon the obligations herein or upon the findings of any report produced hereby. This Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement. Upon the written request of Client, Tetra Tech may, at its sole option, allow third parties to rely on the findings of any report or study prepared by Tetra Tech, provided such parties sign and return, unmodified, Tetra Tech's reliance agreement.

**INSURANCE.** Tetra Tech will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

\_\_\_\_\_(initial)

## Professional Services - Standard Terms & Conditions

<u>Workers' Compensation</u>	As required by applicable state statute.
<u>Commercial General Liability</u>	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate.
<u>Automobile Liability</u>	\$1,000,000 combined single limit for bodily injury and property damage.
<u>Professional Liability</u>	\$1,000,000 each claim and in the aggregate.

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Tetra Tech shall be a named insured on those policies where Tetra Tech may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**WAIVER OF SUBROGATION.** To the extent damages are covered by insurance, the parties agree to waive all rights against each other and against the consultants, agents, and employees of the other, provided that Tetra Tech will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**INDEMNIFICATION.** Tetra Tech shall indemnify the Client for direct losses, costs and expenses to the extent caused by Tetra Tech's negligence in the performance of services under the Project. If such damage results in part by the negligence of another party, Tetra Tech shall be liable only to the extent of its proportional negligence. Notwithstanding anything contained herein, "Hazardous Substance Claims," as defined herein, shall be governed by that Article.

**HAZARDOUS SUBSTANCE CLAIMS.** Hazardous Substance Claims shall mean any and all claims, losses, costs, expenses, judgments, damages, and liabilities of any form or nature including but not limited to any for personal or emotional injury, death or damage to property arising out of or in connection with any actual, threatened or feared release, discharge or exposure to any toxic or hazardous waste, substance, material, or vapor, including without limitation Covid-19 contaminated material, or other substance designated as hazardous or toxic under CERCLA, TSCA, RCRA or other statute or regulation ("Hazardous Substances"). To the fullest extent provided at law, the Client shall indemnify and hold harmless Tetra Tech, its officers, directors, employees, agents, and representatives from and against any and all Hazardous Substance Claims. The Client shall defend any claim, action, or proceeding which may be brought against Tetra Tech, its officers, directors, employees, agents, and representatives arising out of or in connection with any Hazardous Substance Claim and shall bear all fees and expenses of attorneys and costs incurred in the defense thereof.

**LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the project to both the Client and Tetra Tech, the risks have been allocated. Notwithstanding any term in this Agreement including indemnifications, the liability of Tetra Tech to Client respecting all claims arising in respect of this Agreement (regardless of the legal theory upon which any such damages claim is based, even upon the fault, tort (including negligence), statute, regulation or any other

theory of law or strict liability) will not exceed an aggregate amount equal to the lesser of: (i) the total fees for professional services rendered by Tetra Tech; or (ii) fifty thousand dollars (\$50,000).

**THIRD PARTY CLAIMS.** The Client will compensate Tetra Tech for services performed in defense of any third party claim unless the claim resulted from the sole negligence of Tetra Tech.

**LEGAL EXPENSE.** In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within thirty (30) days of the court action.

**LIEN RIGHTS.** Tetra Tech may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by Tetra Tech are considered property improvements and the Client waives the right to any legal defense to the contrary.

**CONSEQUENTIAL DAMAGES.** Neither the Client nor Tetra Tech shall be liable to the other for indirect, incidental or for consequential liabilities, damages, losses, costs or expenses, including specifically but without limitation, any based on loss of profits or revenue, loss of or interference, whether or not by third parties, with full or partial use of any equipment, facility or property, including real property, cost of replacement power, energy or product, delay in or failure to perform or to obtain permits or approvals, cost of capital, loss of goodwill, claims of customers, fines or penalties assessed against client or similar damages or any other similar damages or loss suffered or incurred by such other party, regardless of the legal theory upon which any such damages claim is based, even upon the fault, tort (including negligence), statute, regulation, or any other theory of law or strict liability. These terms provide allocations of risk and reward consistent with the nature and extent of the Services and to that end include (i) protections against, and limitations on, liability of Tetra Tech and (ii) specific remedies of Client which shall be its sole and exclusive remedies. The allocations, including without limitation those set forth within the Warranty, Hazardous Substance Claims and Limitation of Liability Articles, shall survive this contract and apply to the fullest extent allowed by law irrespective of whether liability of Tetra Tech is claimed, or found, to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability) and Client hereby waives all rights of recovery and assumes all risks beyond those explicitly allocated to Tetra Tech herein.

**ENVIRONMENTAL MATTERS.** The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Tetra Tech shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client acknowledges that Tetra Tech is not and shall not be required to be in any way an arranger, generator, operator or transporter of hazardous materials present at or near the Project Site. The Client shall indemnify Tetra Tech from any claim related to

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## Professional Services - Standard Terms & Conditions

hazardous materials encountered on the Project except for those events caused by negligent acts of Tetra Tech.

**DIFFERING SITE CONDITIONS:** Should Tetra Tech encounter, or Client discover, during the progress of the services, (i) subsurface or latent physical conditions at the site materially differing from those indicated in this Agreement, or (ii) unknown physical conditions at the site, or of an unusual nature, as to be generally recognized as not inherent in services of the character provided for in this Agreement, or (iii) guidance and/or restrictions imposed by local, state or federal government which materially changes, and if it causes an increase in the Tetra Tech's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Agreement modified in writing accordingly.

**COST OPINIONS.** If included in the scope of service, Tetra Tech shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Tetra Tech acknowledge that actual costs may vary from the cost opinions prepared and that Tetra Tech offers no guarantee related to the Project cost.

**INDEPENDENT COUNSEL.** The Client agrees to obtain independent legal and financial counsel for the Project considering Tetra Tech does not furnish these services.

**CONTINGENCY.** The Client acknowledges the potential for changes in the services and the Client agrees to include a contingency in the Client's Project budget appropriate to the potential risks and uncertainties associated with the Project. Tetra Tech may offer advice concerning the value of the contingency; however, Tetra Tech shall not be liable for additional costs that the Client may incur beyond the contingency they select unless such additional cost results from a negligent act, error, or omission related to services performed by Tetra Tech.

**CONTRACTOR SELECTION.** Tetra Tech may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

**SHOP DRAWING REVIEW.** If included in the scope of service, Tetra Tech shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. Tetra Tech shall not be liable for the performance of or consequential damages of any equipment, materials or systems furnished by the contractor under the Project. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. Tetra Tech shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by Contractor or others.

**CONSTRUCTION REVIEW.** If included in the scope of service, Tetra Tech shall observe the progress and content of the services to determine if the services are proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of services at the Project site shall not make Tetra Tech responsible for the services performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

**REJECTION OF WORK.** Tetra Tech may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

**SAFETY.** Tetra Tech shall be responsible solely for the safety precautions or programs of its employees and no other party.

**INFORMATION FROM OTHER PARTIES.** The Client and Tetra Tech acknowledge that Tetra Tech will rely on information furnished by other parties, as well as information, statements and representations made by Client in performing its services under the Project. In relying on such information, Tetra Tech shall have no obligation to investigate or independently verify the accuracy or completeness of such information, unless such review and verification is specifically included in Tetra Tech's scope and fee. Tetra Tech shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**CONSTRUCTION RECORD DRAWINGS.** If included in the scope of service, Tetra Tech will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Tetra Tech cannot and does not warrant their accuracy.

**FORCE MAJEURE.** Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, epidemic, pandemic, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Client shall adjust the schedule and compensation under this Agreement in agreement with Tetra Tech.

**DISPUTE RESOLUTION.** The Client and Tetra Tech agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Tetra Tech shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend the services.

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**SUSPENSION OF SERVICES.** The Client may suspend services performed by Tetra Tech with cause upon fourteen (14) days written notice. Tetra Tech shall submit an invoice for services performed up to the effective date of the suspension as well as reasonable demobilization costs and the Client shall pay Tetra Tech all outstanding invoices within fourteen (14) days. If the suspension exceeds thirty (30) days from the effective suspension date, Tetra Tech shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**TERMINATION.** The Client or Tetra Tech may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. The terminating party must provide written particulars of the failure to perform, and allow the other the opportunity to cure to satisfaction prior to the end of the seven (7) day notice period. Tetra Tech shall submit an invoice for services performed up to the effective date of termination and reasonable demobilization costs and the Client shall pay Tetra Tech all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**DATA PROTECTION.** Each party shall comply with all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. Each party agrees that it shall keep such personal data in a secure technological environment.

**GOVERNING LAW.** The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides. In the case of services executed outside the contiguous United States, the terms of this agreement shall be governed by the laws of the State of California.

**ASSIGNMENT.** Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

**WAIVER OF RIGHTS.** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**WARRANTY.** Tetra Tech warrants that it will deliver products under the Project within the standard of care. Services involving such activities as the prediction of ecological or health impacts, clean-up criteria, extent or degree of contamination or dispersion, air or water movement, geologic and hydrogeologic conditions, extent of appropriate investigation, scheduling, and cost estimating are highly sensitive to changes in regulatory and scientific criteria, methodologies and interpretations thereof and require the balance of

diverse, often conflicting, Client business, economic, legal and other priorities. Client acknowledges these conditions and accepts the risk that, although Tetra Tech may perform to the above standards, the Client's goals or desires may nevertheless not be realized. Tetra Tech makes no other warranties, express or implied, with respect to its performance under this Agreement. Tetra Tech's liability hereunder, including any for damage to or loss of Client property, shall in no event extend beyond one (1) year after completion of the Services in question or exceed the amount specified in the Limitation of Liability provision herein.

**SEVERABILITY.** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Tetra Tech will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**SURVIVAL.** All provisions of these terms that allocate responsibility or liability between the Client and Tetra Tech shall survive the completion or termination of services for the Project.

**VENDOR CODE OF CONDUCT.** Tetra Tech maintains business practice standards that are intended to protect the Company's reputation, the quality of its products and services, and the best interests of its clients, shareholders, and employees, and we require all vendors to uphold the same level of integrity. The dedication by Tetra Tech and all employees to our Corporate Code of Conduct demonstrates our commitment to the highest standards of ethical conduct that we also require of all vendors, suppliers and subconsultants ("vendors"). Client acknowledges and agrees that Tetra Tech's services for Client will not violate our Corporate Code for all vendors. Our Vendor Code of Conduct is available at: [Business Partners and Suppliers - Tetra Tech](#).

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# Professional Services - Standard Terms & Conditions

## EXHIBIT A

### ELECTRONIC PAYMENT INSTRUCTIONS

Use the following bank account information for ACH transactions:

**Bank:** Wells Fargo Bank, San Francisco, CA

**ABA Routing:** 121-000-248

**Account Name:** Tetra Tech, Inc.

**Account Number:** 4133160325

**Code:** 22 (credit to DDA/checking account)

#### ACH/CTX format

Your payment must contain a valid ASC X12 820 document. If you cannot create a complete 820 document, please use the ACH/CCD+ format. The enclosed sample invoice shows the location of our invoice number. Please provide the following information in the segments specified:

Segment/Element	Qualifier (if any)	Contents
RMR02/RMT02	IV	Invoice number ← <b>Very important</b>
RMR04		Amount paid
RMR05		Invoice amount
RMR06		Discount amount (optional)
DTM02	003	Invoice date (YYYYMMDD)
N102	PR	Payer's name
N104		Your account number with us

#### ACH/CCD+ format

Invoice number(s) must be in a valid X12 RMR or RMT segment(s) contained in the CCD+ addenda record with a qualifier of "IV" (Seller's Invoice Number.) The amount paid is in the fourth element. Please see the sample invoice enclosed for the location of the invoice number. The following is an example of a properly formatted [RMR segment](#) within a CCD+ addenda record:

705RMR\*IV\*12131314564\*\*1234.56\00011234567

#### Wire transfer format

Include the invoice number in the Originator To Beneficiary (OBI) instructions field. Do not include any other text or information. IR can receive and apply multiple invoice numbers in a single wire payment if the OBI is structured correctly.

Correct:	581234
Correct:	581234 581235
Incorrect:	INV# 581234
Incorrect:	INVOICE 581234
Incorrect:	581234 & 581235

#### Email address for remittance notices

[TES.ARremittances@TetraTech.com](mailto:TES.ARremittances@TetraTech.com)

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*Include any attachments check marked on the Front Page.*

- SCOPE OF SERVICES (Attachment)
- SCHEDULE (Attachment)
- ADDITIONAL PROVISIONS (Attachment)

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