



**SHORT FORM CONTRACT  
PROFESSIONAL SERVICES AGREEMENT**

<b>CLIENT:</b>	Property Management People Inc	<b>DATE:</b>	August 24, 2023
<b>ADDRESS:</b>	92 Thomas Jefferson Rd Suite 170 Frederick Maryland 21702	<b>VIA EMAIL:</b>	Jordan.ritter@pmpbiz.com
<b>ATTENTION:</b>	Jordan Ritter	<b>PROJECT NAME:</b>	1700 Canal Clipper Ct – SWM Repair
<b>PHONE:</b>	301-302-6680	<b>WSSI PROPOSAL #:</b>	PMD4091A

Per the request of Jordan Ritter, on behalf of the Canal Run Homeowners Association, Property Management People, Inc (Client), is requesting assistance to repair erosion and stabilize a failing stormwater pond located at 1700 Canal Clipper Court in Point of Rocks, Maryland. The costs noted below reflect the price of material, transport of material, and labor for installation. Wetland Studies and Solutions, Inc. (WSSI) is pleased to submit a proposal to conduct the professional services in accordance with the scope of work outlined below.

**SCOPE AND FEE**

**Task A – Repair Erosion on Pond Slopes Fixed Fee of \$5,500**

WSSI will bring in 20 cubic yards of clay soil for the purpose of repairing erosive rills and gullies on slopes of pond. Eroded areas will be backfilled to top of existing elevation and stabilized as part of the overall pond repair.

**Task B – Pond Inflow Repairs Fixed Fee of \$12,500**

WSSI will bring in and use 25 tons of riprap and geotextile fabric to repair inflow velocity reducing measures and restore facilities back to original specifications and dimensions after (Task A) erosion has been addressed. Riprap and geotextile fabric will also be added to the inflow creek to help stabilize the area and prevent additional erosion from occurring.

**Task C – Forebay Pipe Repair Fixed Fee of \$2,100**

WSSI will bring in and install gravel to cover the forebay pipes such that this facility’s functionality is restored to its original working state.

**Task D – Clean Out of Gabion Baskets and Debris Removal Fixed Fee of \$2,000**

WSSI will clean out debris and trash from the gabion basket structures to ensure that function is restored to its original working state. All debris and trash will be removed from the site by WSSI and disposed of properly.

**Task E – Stabilization of Exposed Pond Slopes Fixed Fee of \$47,000**

WSSI will bring in 242 tons of topsoil to sufficiently cover all exposed pond slopes with two inches of material and stabilize the topsoil by hydroseeding using a Maryland State Bioretention / Bioswale Mix and NE Wild Flower Mix.

- The Maryland State Bio Mix will be applied to the base of the slope at water level and up to 10 feet above water level. This mix is better suited for soils with a higher moisture content which is why it is to be placed along the waters edge.
- The remaining topsoil will be hydroseeded with Wild Flower Mix from 10 feet above water level to the end of the topsoil layer. The Wild Flower Mix is better suited for dryer soils so it is to be applied at higher elevations away from the waters edge.

WSSI will guarantee germination of seeds as long as a topsoil layer is in place prior to hydroseeding. If the client should elect to not use topsoil, WSSI will not be able to guarantee seed germination.

All trash and debris found and/or generated during the work described above will be removed by WSSI and disposed of properly.

**Materials to be Provided by the Client**

- Consent of the Client to access the area as necessary for service.
- All necessary plan sets, specifications, and details of pond and pond infrastructure for the purpose of ensuring that pond structures are repaired correctly.

**Exclusions**

The following services are excluded from the scope of this proposal. Should these services be required, WSSI will prepare an Additional Services proposal to provide said services:

- The Scope of Work assumes that all work will take place on land owned/controlled by the Client. This scope does not include coordination with any other landowner. While WSSI will make every effort to address the needs of any affected neighbors or tenants, WSSI will direct all correspondence through, and will take direction only from the Client.
- Permits, approvals, and associated fees from Frederick County, Maryland Department of the Environment, and/or the U.S. Army Corps of Engineers.

Any conditions due to weather, acts of God, or any circumstances beyond our control shall not create any penalties against WSSI regarding deadlines, payments, or warranties.

The price is only fixed for thirty (30) days from the date of this proposal. Our fee for services will be invoiced as outlined above Plus Reimbursables (with 20 percent Administrative Fee) and using the enclosed Attachment A - Rate Schedule and Attachment B - Terms and Conditions. All extra or additional work not included herein, including printing and messenger services, will be billed in accordance with Attachment A.

If this short form contract outlines your understanding of the scope of services, please sign below and return a copy to our office.

Thank you for the opportunity to present this proposal.

Sincerely,

**Wetland Studies and Solutions, Inc.**



Joshua Howard  
Maryland Environmental Compliance Manager

**CLIENT ACCEPTANCE:**

Signature: Jordan C Ritter  
Accepted by (print name): JORDAN RITTER  
Client Name: CANAL RUN HOMEOWNERS ASSOCIATION  
Date: 9/7/2023

*By signing above, you are creating a legal obligation between the client listed on this proposal and Wetland Studies and Solutions, Inc. (WSSI). This obligation cannot be transferred to a third party without prior written consent from both WSSI and the third party.*

Enclosures: Attachments A and B

**CLIENT'S PREFERRED METHOD OF INVOICE SUBMISSION**

How would you like to receive invoices for this project?

Mail: Invoice(s) will be mailed to the address listed on this proposal.

E-mail: Invoice(s) will be emailed to JORDAN.RITTER@PMPBIZ.COM

Other: Please provide instructions below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment A

The following is a listing of the Wetland Studies and Solutions, Inc. (WSSI) rates for professional and reprographic services for northern Virginia, Washington, D.C., and Maryland. These rates will remain in effect through December 31, 2023, after which time they may be adjusted to reflect our current labor and overhead costs.

PROFESSIONAL SERVICES

Operations Manager	\$300.00	Consultant III	\$195.00
Director III	\$285.00	Consultant II	\$180.00
Director II	\$265.00	Consultant I	\$145.00
Director I	\$225.00	Technician III	\$125.00
Principal III	\$255.00	Technician II	\$115.00
Principal II	\$200.00	Technician I	\$105.00
Principal I	\$165.00	Assistant	\$80.00
Consultant V	\$230.00	Admin. Assistant	\$65.00
Consultant IV	\$220.00	Intern	\$35.00

TYPICAL REIMBURSABLE COSTSIn-house Reprographic Services<sup>1</sup>

	Rate/Square Foot		Rate/Sheet
Paper Cad plots (B&W)	\$0.35	B&W Xerox (8.5x11)	\$0.10
Paper Cad plots (Color)	\$0.75	Color Xerox (8.5x11)	\$0.85
Mylar Cad plots	\$2.00		
Color Cad plots – Photo quality	\$4.00	Standard Report Supplies	minimum \$6.00/rpt

GIS and CAD system charges are included in billable rates. Reimbursable expenses shall include the following:

Local automobile travel @ currently approved IRS rate	Leica Robotic Total Station @ \$30 per hour <sup>2</sup>
All-Terrain Vehicle use @ \$10 per hour <sup>2</sup>	UAV (Drone) Photo/Video @ \$30 per hour <sup>2</sup>
Tractor @ \$35 per hour/\$750 per week/\$2,250 per month <sup>2</sup>	Hydrone-RCV @ \$30 per hour <sup>2</sup>
Morooka @ \$35 per hour/\$900 per week/\$2,700 per month <sup>2</sup>	Dino 6 Dredge @ \$1,500 per week/\$5,000 per month <sup>2</sup>
Buggy @ \$10 per hour <sup>2</sup>	6" trash pump @ \$725 per week/\$2,000 per month <sup>2</sup>
2200 Bobcat Utility Vehicle @ \$15 per hour <sup>2</sup>	Resistograph @ \$100 per day <sup>2</sup>
T-300 Bobcat @ \$45 per hour/\$1,000 per week/\$2,500 per month <sup>2</sup>	Ground Penetrating Radar @ \$500 per day <sup>2</sup>
E60 Bobcat Trackhoe @ \$60 per hour/\$1,300 per week/\$3,400 per month <sup>2</sup>	Bailers Disposable (Polyethylene) @ \$7 each <sup>2</sup>
Mudd-Ox @ \$35 per hour/\$275 per day/\$1,000 per week <sup>2</sup>	PID Meter @ \$85 per day <sup>2</sup>
17' Jon boat @ \$10 per hour <sup>2</sup>	Oil/Water Interface Probe @ \$35 per day <sup>2</sup>
20' boat-115 hp @ \$50 per hour <sup>2</sup>	Water Level Indicator @ \$25 per day <sup>2</sup>
Portable Electro-Fisher @ \$300 per day/\$900 per week <sup>2</sup>	pH Meter @ \$15 per day <sup>2</sup>
Mower @ \$10 per hour <sup>2</sup>	PPE-Level D @ \$10 per day <sup>2</sup>
Aluminum Medallion Tree Tags @ \$0.10 each	Commercial Grade Tablet GPS Unit ( $\geq 3$ meters horizontal) @ \$25 per day <sup>2</sup>
	Differential Grade GPS Unit ( $\leq 1$ meter) @ \$118 per day <sup>2</sup>

The following expenses shall be charged at cost plus a 20% administrative processing fee:

- Permit and review fees, public notice advertisements;
- Air travel, rental vehicles, lodging, and meals for sites not within commuting distance from local WSSI office;
- Third party vendor photocopying or reproduction of drawings or documents as requested by Owner or consultants;
- Postage and expedited delivery services requested by Owner or consultants;
- Artifact Archival Storage Fees; and,
- Third party consulting services, as authorized by Client, for services such as surveying, archeology, endangered species searches, geotechnical surveys, septic field-testing, permeability tests, etc.

<sup>1</sup> WSSI maintains hard copy files and report copies for our records, regardless of Client deliverables. These in-house copies will be billed in accordance with the listed reprographic pricing.

<sup>2</sup> Excluding operator; mobilization included in hourly, daily, weekly, or monthly rate.

## ATTACHMENT B

### WETLAND STUDIES AND SOLUTIONS, INC. GENERAL CONDITIONS OF SERVICE

These General Conditions of Service (these "General Conditions"), together with the foregoing proposal (the "Proposal"), fee schedule (the "Fee Schedule"), and invoices ("Invoices") issued by WETLAND STUDIES AND SOLUTIONS, INC. ("WSSI") to you ("Client"), govern all of the services provided by WSSI to Client (collectively, "Services").

The parties intend for these General Conditions, together with the Proposal, the Fee Schedule, and the Invoices (collectively, this "Agreement") to exclusively govern and control each of the parties' respective rights and obligations regarding the Services, and Client's acceptance of the Services is expressly limited the terms and conditions contained in this Agreement. Without limiting the foregoing, any additional or different terms contained in any purchase order or other request or communication by Client pertaining to Services, or any attempt to modify, supersede, supplement, or otherwise alter this Agreement, will not modify this Agreement or be binding on the parties unless mutually agreed to in writing.

#### **SECTION 1: PERFORMANCE OF SERVICES**

- a. WSSI shall provide to Client, and Client shall pay WSSI for, the Services set forth on each Invoice at the prices set forth on the Invoices (the "Prices"). The scope of Services shall include all Services provided by WSSI, in its discretion, which are reasonably necessary and appropriate for the effective and prompt fulfillment of WSSI's obligations under this Agreement. Unless otherwise specified in the Proposal, all delivery dates for Services are estimates only, and WSSI will not be liable for any delay in the performance of Services for reasons outside of WSSI's reasonable control.
- b. It is understood that the scope of Services and time schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the scope of Services may change, even as the Services are in progress. If Client requests additional Services or when a change in the scope of Services or time schedule is necessary, a written amendment to this Agreement shall be executed by Client and WSSI as soon as is practicable and consent to such amendments shall not be unreasonably withheld or delayed.

#### **SECTION 2: STANDARD OF CARE**

The Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering or other applicable profession currently practicing in the same locality under similar conditions. To the greatest extent permitted by law, WSSI makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

#### **SECTION 3: RELIANCE UPON CLIENT PROVIDED INFORMATION**

WSSI is not required to check or verify Client-provided information or the technical adequacy or compliance of any portion of the project under this Agreement (the "Project") designed by Client's consultants. WSSI assumes no responsibility for the accuracy of information provided by Client or of design information provided by others, excluding WSSI's subconsultants. Client shall defend, indemnify, and hold harmless WSSI, its affiliates and their respective equity holders, officers, directors, employees, agents, affiliates, successors, and assigns (collectively, the "WSSI Parties") against any and all losses, damages, delays, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, fees, or expenses of whatever kind, including reasonable attorneys' fees, and the costs of enforcing any right to indemnification under this Agreement (collectively, "Losses") incurred by the WSSI Parties, in any way relating to, arising out of, or occurring in connection with false, inaccurate, or non-compliant information provided by Client or Client's consultants.

#### **SECTION 4: BILLINGS AND PAYMENTS**

- a. Invoices for the Services will be submitted by WSSI from time to time and are due and payable within 30 days of receipt in immediately available funds. A 3% fee will be applied if paying by credit card. Payments will not be subject to any "Pay when Paid" or "Pay if Paid" conditions.
- b. No representations or warranties are made as to the likelihood of approval and/or as to the nature, scope, and cost of possible approval conditions. Even if no permits, jurisdictional determinations, or approvals are procured, or if Client does not desire the resulting conditions, payment for the Services is required in full and on time.
- c. Prices will be based on (i) either the fee stated in the Proposal or, if not a fixed fee, actual hours expended at the rates listed on Attachment A of the Proposal, plus (ii) travel costs and other reasonable expenses as described on Attachment A. The rates on Attachment A may be revised by WSSI from time to time but will remain in effect for the calendar year in which the Proposal was authorized. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties, tariffs, and charges of any kind imposed by any governmental authority on any amounts payable by Client.
- d. Client shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall reimburse WSSI for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees.
- e. Client shall not, and acknowledges that it will have no right, under this Agreement, any other agreement, document, or law, to withhold, offset, recoup, or debit any amounts owed to WSSI against any other amount owed to Client by WSSI.

#### **SECTION 5: RIGHT OF ENTRY**

- a. Client hereby grants WSSI, its subcontractors, employees, and agents the right to enter from time to time the property owned by Client and/or other(s) in order for WSSI to perform the Services (the "Property"). Client understands that use of exploration equipment may cause some reasonable disturbance or damage to the Property, the correction of which is not part of this Agreement or any obligation of WSSI. Client also understands that the discovery of wetland areas or uncertain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against the WSSI Parties, and Client shall defend, indemnify, and hold harmless the WSSI Parties against any and all Losses incurred by the WSSI Parties, in any way relating to a claim or liability arising out of or occurring in connection with any alleged injury or loss from procedures associated with surface and subsurface exploration activities or discovery of wetlands or of hazardous materials or suspected hazardous materials.
- b. WSSI will not be liable for damage or injury from damage to subterranean structures (including, without limitation, pipes, tanks, cables, or other utilities) which are not called to WSSI's attention in writing and correctly shown on the diagrams furnished by Client to WSSI.
- c. Any exploration, testing, surveys, and analysis associated with the Services will be performed by WSSI for Client's sole use to fulfill the purpose of this Agreement, and WSSI is not responsible for interpretation by others of such information. Client understands and acknowledges that surface and subsurface conditions on the entire Project site may vary from those encountered in selected sample borings, delineations, surveys, or explorations, and the information and recommendations developed by WSSI are based solely on the information available from the actual borings, delineations, surveys, and explorations.

#### **SECTION 6: SAMPLES**

- a. Soil, rock, water, vegetation, and other samples obtained (if any) from the Project site by WSSI (collectively, "Samples") will be preserved by WSSI for no longer than 60 calendar days after the issuance document that includes the data obtained from the Samples, unless other arrangements are mutually agreed upon in writing. Except in the instance where the scope of Services is specifically related to subsurface contamination investigations or similar Services designed to determine the presence or absence of potentially hazardous substances, should any Samples be contaminated by hazardous substances or suspected hazardous substances, Client will, at its sole cost and expense, remove the contaminated Samples from WSSI's custody, transport them to a disposal site, and ensure their lawful disposal.
- b. After processing, artifacts will be returned to Client or placed on repository with the county or the State Historic Preservation Office (SHPO) (e.g., Virginia Department of Historic Resources [DHR], Maryland Historic Trust [MHT], etc.). All additional costs and expenses imposed by jurisdictions in connection with the acceptance, stabilization, or curation of artifacts will be in addition to the Prices and paid by Client. WSSI shall not retain the artifacts for more than 60 days after the submission of the report unless other arrangements are mutually agreed upon in writing. WSSI shall notify Client in writing once the artifacts are prepared for delivery to Client or a mutually agreed upon repository, which will require a signed Transfer Agreement or Deed of Gift. If no response is received within 30 days of receipt of the written notification, Client will be deemed to not want to retain ownership of the artifacts, and WSSI may dispose of the artifacts in any manner deemed appropriate by WSSI.

#### **SECTION 7: REPORTS AND OWNERSHIP OF DOCUMENTS**

All report copies provided to Client will be furnished at the rates specified in the Fee Schedule (i.e., employee time plus reimbursables). With the exception of the physical copies of reports provided by WSSI to Client, all documents, including, without limitation, reports, photographs, permits applications, plans, original boring logs, field data, field notes, laboratory test data, calculations, and estimates are and remain the sole property of WSSI. All reports and other Services furnished to Client that are not paid for in full will be returned to WSSI upon demand and will not be used by Client for design, construction, permits, or licensing.

#### **SECTION 8: CLIENT DISCLOSURES**

- a. Client shall promptly notify WSSI of any known or suspected hazardous substances which are or may be related to the Services ("Hazardous Substances Notice").
- b. Following any Hazardous Substances Notice, or if any hazardous substances are discovered or reasonably suspected by WSSI after Services are undertaken, WSSI may, at its discretion, discontinue the Services without any liability to Client when WSSI's scope of Services is not specifically related to subsurface contamination investigations or similar Services designed to determine the presence or absence of potentially hazardous substances.

#### **SECTION 9: CONFIDENTIALITY**

All non-public, confidential or proprietary information of WSSI, including, but not limited to, the Fee Schedule, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not identified as "confidential" (collectively, "Confidential Information") is confidential, and may be used by Client solely for the use of performing under this Agreement and may not be disclosed or copied unless authorized by WSSI in writing. Upon WSSI's request, Client shall promptly return all documents and other materials containing Confidential Information. WSSI will be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Client at the time of disclosure as proven by documentary evidence; or (c) rightfully obtained by Client on a non-confidential basis from a third party.

#### SECTION 10: INDEMNIFICATION

Client shall defend, indemnify, and hold harmless the WSSI Parties against any and all Losses incurred by the WSSI Parties, in any way relating to a claim or liability arising out of or occurring in connection with Client's or its employees' or agents' (a) negligence or willful misconduct in connection with this Agreement, (b) breach of this Agreement, or (c) violation of applicable laws, rules, regulations, or ordinances in connection with this Agreement.

WSSI shall indemnify and hold harmless the Client against any and all Losses incurred by Client to the extent caused by WSSI's or its employees' or agents' (a) negligence or willful misconduct in connection with this Agreement, (b) breach of this Agreement, or (c) violation of applicable laws, rules, regulations, or ordinances in connection with this Agreement; provided, however, WSSI shall not be required to defend Client in connection with this obligation to indemnify and hold harmless. WSSI's obligations to indemnify and hold harmless will survive the termination of this Agreement for a period of one year.

#### SECTION 11: LIMITATION OF LIABILITY

- a. EXCEPT IN CONNECTION WITH SECTION 9, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, SERVICES OR IN CONNECTION WITH ANY BREACH UNDER THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. EXCEPT IN CONNECTION WITH SECTION 9, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE GREATER OF EITHER (I) THE TOTAL OF THE AMOUNTS PAID TO WSSI FOR THE SERVICES OR (II) \$50,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NO EMPLOYEE OR AGENT OF WSSI WILL HAVE INDIVIDUAL LIABILITY TO CLIENT.
- b. The evaluations and documentation provided by WSSI in connection with the Services ("Observational Data") pertain only to the specific point in time the Observational Data is collected (the "Time of Collection"). WSSI will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data (unless otherwise agreed to in writing), (c) any changes in conditions after the Time of Collection (collectively, "Changes"), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of Client or any third party in connection with or in response to the Observational Data.
- c. Client further agrees to require of Client's consultants (including, without limitation, civil engineers, architects, and attorneys), general contractor, and their respective subcontractors (collectively, "Client Consultants"), an identical and cumulative limitation of WSSI's liability for damages that may be suffered by Client Consultants arising from WSSI's acts, errors, or omissions in connection with this Agreement.
- d. Documents, including, but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates furnished to Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by third parties or by Client on any extensions of the Project or on any other project (each an "Unauthorized Use"). Any Unauthorized Use without WSSI's prior written consent will be at Client's sole risk and without liability to any of the WSSI Parties. Client waives any claim against the WSSI Parties, and Client shall defend, indemnify, and hold harmless the WSSI Parties against any and all Losses incurred by the WSSI Parties, in any way relating to a claim or liability arising out of or occurring in connection with any Unauthorized Use.
- e. Under no circumstances will WSSI be liable to perform additional services or other consequences due to changed conditions or for costs related to failure of the construction contractor or material or service providers to install work in accordance with the plans and specifications.

#### SECTION 12: LIABILITY INSURANCE

WSSI represents that it and its agents, and consultants employed by it, are protected by Workers Compensation insurance and that WSSI has coverage under liability insurance policies which WSSI deems reasonable and adequate. WSSI shall furnish certificates of insurance upon request. WSSI shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts by Client, its employees, agents, staff, consultants, or subcontractors employed by it or by any other person or combination of persons not controlled by WSSI. WSSI agrees to maintain general liability insurance in commercially reasonable amounts. Client is responsible for requesting specific inclusions or limits of coverage that are not present in WSSI insurance, and the cost of such inclusion or coverage increases if available, will be at Client's sole cost and expense.

#### SECTION 13: GOVERNING LAW; DISPUTES

- a. This Agreement will be governed by and construed in accordance with the internal laws of the State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Maryland.

- b. Any disputes between the parties and any collection action on this account by WSSI will be filed and resolved in the courts of Anne Arundel County, Maryland. The parties agree to any of these as proper venue and jurisdiction and waive any objection based on improper venue or *forum non conveniens*.
- c. At the mutual written agreement of Client and WSSI, claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this Agreement will be decided through arbitration, as adopted, and described by the then most current rules of the American Arbitration Association.

#### SECTION 14: TERMINATION

Client or WSSI may terminate this Agreement for any reason upon delivery of 14 days' prior written notice. Irrespective of which party shall affect termination or the cause therefore, WSSI shall promptly render to Client a final invoice, and Client shall pay WSSI for all Services rendered and costs incurred within 30 days after receipt of such Invoice. Services will include those rendered up to the date of termination, as well as those associated with the termination itself, such as demobilizing, modifying schedules, and reassigning personnel. Upon termination, Client and WSSI shall deliver to each other all reports and documents pertaining to Services performed up to termination.

#### SECTION 15: FORCE MAJEURE

Notwithstanding anything to the contrary in this Agreement, WSSI shall not be liable or responsible to Client, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if WSSI's failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of WSSI.

#### SECTION 16: GENERAL PROVISIONS

- a. Each party will be considered to be an independent contractor under this Agreement. Without limiting the foregoing, the relationship between the parties will not be construed to be that of employer and employee.
- b. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- c. No waiver by either party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by either party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.
- d. Neither party may delegate, assign, sublet, or transfer its duties, responsibilities, or interests in this Agreement without the written consent of the other party; provided, however, each party may delegate, assign, sublet, or transfer its duties, responsibilities, or interests in this Agreement to an affiliate or subsidiary without the consent of the other party.
- e. Except as provided for in Section 10, no provision of this Agreement is intended or shall be construed to confer upon or give to any person or entity other than the parties any rights, remedies, or other benefits under or by reason of this Agreement.
- f. The titles used in this Agreement are for general reference only and are not part of this Agreement. The parties are advised to read each provision and rely on the guidance of their own legal counsel as necessary to help assure a complete understanding of all provisions and the obligations imposed through acceptance.
- g. All provisions of this Agreement that by their nature extend beyond termination shall survive the expiration and termination of this Agreement for any reason.
- h. This Agreement constitutes the entire agreement between the parties and supersedes all other communications, oral and written, between the parties relating to the subject matter hereof. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by both parties.