



Task Order 1

Benjamin Jesudasan
Wunderlich-Malec
951 Reserve Dr
Roseville, CA 95678

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Adam Alfinda
Lake County Special Districts
230 N. Main Street
Lakeport, CA 95453

Subject: Proposal - Preliminary Engineering, SE WWTP Headworks Improvement

Adam:

Lake County intends to make modifications to the existing piping connections to the headworks at their wastewater plant located at 2515 Old Highway 53, Clearlake, CA. The need for the project is driven by a valve failure in the recent past during a heavy storm event. Plant operation is especially critical to the local community during storm events and therefore, the County intends to improve the reliability of the plant operations. They intend to do so by implementing redundant piping connections to the inflow of the headworks at this site.

Wunderlich-Malec intends to provide engineering support to this project. We propose to do so in multiple phases. The first phase will be to perform front end engineering. The goal of the front-end engineering phase will include information gathering, evaluating feasibility, exploring options, developing conceptual level solutions, identifying infrastructure modifications, identifying risks and opportunities, identifying options for major equipment and material for the project and estimating order of magnitude costs for construction phase work.

A. Scope of Work

The engineering team will comprise a project manager and an appropriate civil engineering consultant. The project manager will actively facilitate and coordinate all tasks. The engineering team will perform the following tasks.

1. Apply engineering methods to validate that the proposed modifications will provide the necessary improvement in reliability of the plant operations.
2. Explore if there are any alternative solutions that are more advantageous than the proposed solution.
3. Collect all data that is relevant to the scope of the project and currently available with the county, including flow rates, pressure, drawings of existing systems and infrastructure. Where data is missing or unavailable, identify such non availability and recommend means to gather the necessary information.
4. Visit the site as needed to collect field information.
5. Participate in appropriate number of review meetings with the County to advance the project.
6. Produce sketches and drawings as needed to convey the proposed improvements at a conceptual level of detail.
7. Develop a rough order of magnitude construction cost.

At the conclusion of the study, we will deliver a report in electronic form that will contain the following.

1. Narrative description of the findings from the study



2. Recommendations for alterations to the existing system.
3. Preliminary specifications and description of major equipment and material needed to implement the recommended modifications.
4. Preliminary sketches that describe the proposed alterations.
5. Preliminary, construction cost estimate and breakdown.

B. Schedule and Milestones

We are available to start work within two weeks from receiving written authorization to proceed. We expect to complete the work within ten weeks from the time of starting the work.

C. Clarifications

The documents produced during this phase of the engineering are intended to assist the County in performing a technical evaluation of the solution to the existing conditions. They are not intended to be used for construction. Production of construction documents will be in subsequent phases.

D. Proposal Price

We offer the above scope of work in accordance with the schedule and clarifications noted for a Time and Materials fee of \$38,600.00 excluding taxes.

Details of items included:

Line	Description	Price	Qty	Total Price
1	Principal Mechanical Engineer, PM	200.00	90	18,000.00
2	Civil Engineer	230.00	30	6,900.00
3	Civil Design Engineer	173.00	70	12,110
3	Administrative	400.00	1	400.00
4	Travel Expenses	1,200.00	1	1,190.00
	Total			\$ 38,600.00

Time and material projects are subject to the following understanding.

1. Materials required will be billed at Cost + 10%. Cost includes applicable tax, freight and handling charges and will be detailed on invoices.
2. Normal business hours considered to be Monday through Friday, excluding holidays, between 8am and 5pm, and serve as the basis for hours/effort quoted.
3. Over-time is defined as effort in excess of (40) hours per week or (8) hours per day, for all effort outside of straight-time hours without prior agreement. Overtime hours are charged at 1.5x Straight Time rate.
6. Premium-time is defined as effort on Sundays and Holidays, Premium-time hours are charged at 2.0x Straight Time rate.
7. Use of overtime or premium-time rates shall be based on written/email approval from the County representative in advance whenever possible.
8. Travel, living, and per diem are billed at Cost. We follow standard GSA guidelines for per diem.



E. Closing Remarks

We appreciate the opportunity to offer our services to the County and look forward to working with you. If you have any questions, please let me know.

Sincerely,

Benjamin Jesudasan, PE
Wunderlich-Malec Engineering
Cell: (318) 614-8876
Email: benjamin.jesudasan@wmeng.com

STANDARD TERMS AND CONDITIONS OF SALE

1. Name Reference

SELLER means Wunderlich-Malec Engineering, Inc. and/or its Affiliates (including Wunderlich-Malec Services, Inc., Wunderlich-Malec Systems, Inc., Wunderlich-Malec AECM, Inc., and/or Case RMC, LLC), whichever is noted in the Proposal, Quote, Invoice, or Acknowledgement ("SELLER's Offer"). SELLER is responsible for performance of the Work as hereinafter defined. BUYER refers to person or entity that receives SELLER's Offer and/or authorizes SELLER to perform the Work. BUYER is responsible for payment for the Work. BUYER and SELLER are referred to herein as a "Party" or collectively as the "Parties".

2. Applicable Terms

These Standard Terms and Conditions of Sale ("Terms") govern the sale by SELLER of all goods, services, equipment, design, procurement, and/or consultation (collectively, "Work") referred to in SELLER's Offer. SELLER's Offer is conditioned on BUYER's assent to these Terms. SELLER rejects all additional or different terms in any of BUYER's forms or documents and, if BUYER insists on one or more of its terms, then there is no meeting of the minds as to this transaction, and conflicting terms must be stricken unless written documentation shows a negotiated resolution agreed to by the Parties.

3. Scope of Work and Changes

The scope of Work, including any exclusions or clarifications thereto, is as listed on SELLER's Offer. Both BUYER and SELLER may request/propose changes to the Work. These changes may be implemented upon mutual agreement in writing, which agreement shall address changes to pricing and/or schedule. SELLER shall not be required to proceed with any requested changes until a mutually executed change order or other documentation has been received and accepted. Unless otherwise agreed, fees for all changed or additional Work shall be charged at the standard SELLER rates (including any markup) in effect at the time of the change.

4. Authorization to Proceed

Unless otherwise stated, the terms and price of SELLER's Offer are valid for sixty (60) days from the date of issue unless SELLER, in its sole discretion, withdraws its Offer prior to Buyer's unqualified acceptance thereof. BUYER's acceptance of SELLER's Offer in writing shall be authorization for SELLER to proceed with the Work and adoption of these Terms. All orders are subject to credit approval by SELLER.

5. Reimbursable Expenses

SELLER's direct costs shall be those actual costs incurred in commission of or directly for the Work or in connection with BUYER's project, including travel costs, and will be separately itemized on SELLER's invoice. Backup documentation shall be made reasonably available to BUYER upon request.

6. Payment to SELLER

Invoices, in US dollars, shall be issued monthly by SELLER for all Work performed, and shall include labor hours, materials, and reimbursable expenses, or per the schedule of values/payments included with SELLER's Offer. Invoices are due and payable by BUYER no later than thirty (30) calendar days after the date of SELLER's invoice. BUYER shall be charged the lower of 1.5% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of SELLER's reasonable costs (including attorneys' fees and costs) of collecting unpaid amounts. If BUYER disputes all or part of an invoice in good faith, it shall state in writing the reason(s) for its dispute within five (5) days of receiving SELLER's invoice, and BUYER shall promptly pay all undisputed portions in accordance with these Terms.

7. Disclaimer for Cost Estimates and Supply Chain Impacts

Any preliminary or budgetary cost estimates that may be provided by SELLER as a part of its Work or as a quotation for extra work are made on the basis of experience and judgment only. Because SELLER has no control over market conditions or bidding procedures, SELLER cannot warrant that ultimate costs will not vary from preliminary cost estimates. Additionally, given market fluctuations and shortages of certain critical supply items, including labor and component materials, pricing and schedule in SELLER's Offer may be based on an allowance or range, or may be subject to a deadline for BUYER's acceptance.

8. Standard of Care and Warranty

The standard of care applicable to SELLER's Work is as follows: (i) for services, SELLER represents and warrants that any services will be performed with degree of skill and care that is required by current industry standards by appropriately qualified personnel for the particular service under similar circumstances at the same time and in the same locality; and (ii) for goods and equipment, SELLER represents and warrants that any goods and equipment provided will be free from defects in materials or workmanship under normal use and care. Subject to the foregoing standard of care, SELLER may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Unless otherwise stated in SELLER's Offer, the warranty period shall be as follows (the "Warranty Period"): (a) for services, twelve (12) months from the date the services are performed; and (b) for goods and equipment, twelve (12) months from the date of delivery to the place designated. If during the Warranty Period BUYER gives SELLER prompt written notice of breach of this warranty, SELLER shall, at its sole option and as BUYER's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If SELLER determines that any claimed breach is not, in fact, covered by this warranty, BUYER shall pay SELLER its then customary charges for any repair or replacement made by SELLER. This warranty is conditioned on BUYER's proper operation and maintenance of equipment and connecting

equipment in accordance with manufacturer's instructions, and fulfillment of BUYER's payment obligations to SELLER. This warranty does not cover damage caused by chemical action or abrasive material, misuse, unauthorized repairs or alterations, or improper installation by others. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, FOR ITS SERVICES OR HARDWARE FURNISHED BY SELLER BUT MANUFACTURED BY OTHERS (WHICH SHALL REMAIN SUBJECT TO THE STANDARD MANUFACTURER'S WARRANTY WHICH SHALL BE PASSED ON TO BUYER BY SELLER).

9. Disclaimer for Site Supervision

Unless specifically stated in SELLER's Offer as part of the scope of services offered, SELLER shall not at any time supervise, direct, control, or have authority over any site contractor's work, nor shall SELLER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any site contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a site contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. SELLER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between BUYER and such contractor.

10. Termination

The right or obligation to proceed under this agreement may be terminated, in whole or in part, by either party (i) for convenience, on thirty (30) days' written notice, or (ii) for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, SELLER shall be paid for all Work performed prior to the effective date of termination, along with termination expenses including, but not limited to, reassignment of personnel, demobilization costs, subcontract termination costs, equipment order cancellation costs, and related closeout costs for design and project management coordination at standard hourly rates.

11. Cancellation

If, prior to completion of the Work, BUYER cancels or suspends its order, or any part of it, for any reason other than SELLER's breach, BUYER shall promptly pay SELLER for work performed prior to the effective date of cancellation or suspension along with any other direct costs incurred by SELLER as a result of such cancellation or suspension, as well as overhead and profit on all such costs and expenses, for the portion of the Work cancelled or suspended.

12. Use of SELLER Affiliates

SELLER may use any one or more of its local offices or Affiliates as a subconsultant or supplier for the Work without further authorization from BUYER, provided that SELLER remains responsible for such Work, and such Work will be deemed to be performed by an approved subcontractor or supplier under all applicable project requirements.

13. Ownership of Work Product

All work product and design deliverables (including sketches, drawings, plans, specifications, programs, graphic screens, configuration, and program documentation in native file format), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by SELLER (in electronic or hard copy formats), and all related proprietary and intellectual property rights (collectively, "Work Product"), shall remain SELLER's sole property. SELLER grants BUYER a non-exclusive, non-transferable, limited license to use the Work Product solely for BUYER's use to operate and maintain the project and/ or installed application provided BUYER has substantially performed its obligations, including prompt payment of sums due. BUYER shall not disclose Work Product to third parties or use Work Product for another application or location without SELLER's prior written consent. Any limited license supplied pursuant to this paragraph that relates to intellectual property of others, including third-party software, is only to the extent of SELLER's license, and subject to any end user license agreements or other applicable conditions.

14. Confidentiality

Unless the Parties have executed a prior mutual non-disclosure agreement, the following provision shall apply to any information exchanged under this Agreement. The Parties agree that information which pertains to the business activities of the other, and which is not the subject of general public knowledge, including, without limitation, proprietary processes, technical information and know how, management policies, economic policies, financial and other data, customer lists, and computer software ("Confidential Information") is to be used only in connection with the execution of the Work. The receiving party shall treat Confidential Information with at least the same degree of care in safeguarding as it uses to safeguard its own similar, confidential information that it does not wish to disclose, provided such degree of care is reasonably calculated to prevent inadvertent disclosure and unauthorized use thereof. The receiving party agrees to notify the disclosing party immediately upon discovery of any inadvertent disclosure or unauthorized use of Confidential Information and to promptly use reasonable efforts to prevent any further inadvertent disclosure or unauthorized use. Confidential Information may not be disclosed to any third party without the written consent of the disclosing party, except to the extent required by law or in response to a court order, regulatory agency request, or other legal process; provided however, that the party receiving such compulsory process or request shall promptly notify the disclosing party and shall, insofar as possible, consult with the disclosing party about the timing and manner of disclosure. Upon request by the disclosing party, the receiving party shall promptly deliver Confidential Information and any copies thereof in the receiving party's and its representatives' possession, provided that receiving party may retain one (1) copy of such portions of the Confidential Information as is required to comply with internal policy or laws relating to document retention in the normal course of business.

15. Indemnification

Except as stated otherwise herein, the Parties agree to indemnify and defend each other from and against all liabilities claims, expenses, losses, or damages, including attorney's fees and costs, to the extent caused by any negligent act or omission of the

indemnifying party in execution of the Work herein.

16. Limitation of Liability

To the maximum extent permitted by law, SELLER's liability to BUYER or any third party for claims and/or damages for any cause or combination of causes related to this Agreement shall, in the aggregate, not exceed the lesser of: (i) the fee received by SELLER under this Agreement, or (ii) the amount of insurance proceeds recoverable, not to exceed the limits in Article 24. This provision takes precedence over any conflicting provisions of these Terms, any document referred to or incorporated by SELLER's Offer, or any other project document.

17. Mutual Waiver of Consequential Damages

Notwithstanding any other provision herein to the contrary, in no event shall either party be liable to the other or any third party for any special, indirect, punitive, or consequential damages. This waiver includes, but is not limited to, loss of profits, loss of income, delay, loss of reputation, loss of use of equipment or facility, escape of contaminants, employment or lack of employment of BUYER's personnel or equipment, loss of opportunity, unrealized savings, or diminution of property value and shall apply to any cause of action including, without limitation, negligence, strict liability, breach of contract, statutory, and breach of warranty.

18. No Third Party Beneficiaries

SELLER's Offer and these Terms give no rights or benefits to anyone other than the BUYER and SELLER, and there are no third party beneficiaries hereto. SELLER's Work is defined solely by these Terms, and not by any other contract or agreement that may be associated with the project.

19. Hazardous Substances

If BUYER requests SELLER to undertake obligations for BUYER's benefit involving the presence of hazardous substances at the project site, BUYER agrees to hold harmless, indemnify, and defend SELLER from and against any and all claims, losses, damages, liability, and costs (including attorneys' fees and experts fees and costs), arising out of or in any way connected to the presence, discharge, release, or escape of contaminants of any kind at the project site, including, but not limited to any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, fumes, chemicals, acids or alkalis, or waste. BUYER's obligations under this article apply regardless of whether the underlying cause is or is alleged to be due to the joint or partial negligence of SELLER, and is separate and additive to the obligations in Article 15.

20. Force Majeure

Neither Party shall be liable for unforeseen and unforeseeable delays due to causes beyond its control such as, but without limitation, labor shortages, strikes, lockouts, fires, acts of God and nature, any strike or labor disturbance, shortage of supply, equipment or transmission failure, epidemic, pandemic, quarantine, acts of government, acts of war, terrorism, sabotage, third party software anomalies, or computer viruses (each a "Force Majeure"). A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of the event, (a) provide written notice to the other Party of the nature and extent of the Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance as soon as reasonably practicable. If the Force Majeure continues for longer than 90 days, either Party may terminate this Agreement for convenience and BUYER shall thereupon pay SELLER in accordance with Article 10.

21. Taxes

Unless otherwise specified, SELLER's prices do not include sales, use, VAT, or other such taxes, or project bonding. Any applicable taxes shall be added to the invoice as a separate line item unless a valid exemption certificate or self-pay certificate has been provided by BUYER. SELLER shall not bear any risk of sales, use, or any other such taxes.

22. Governing Law

These Terms shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota, without regard to its choice-of-law principles. If for any reason the governing law set forth herein is deemed to be in violation of law or against public policy, then these Terms shall be governed by the laws of the state where the Work is performed.

23. Disputes

Any controversy or claim arising out of, in connection with, or relating to this Agreement or any subsequent agreements between BUYER and SELLER or the breach thereof shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; any award tendered shall be final and binding upon the parties hereto; and judgment on the award rendered by the arbitrator(s) may be entered in and enforceable in any court having jurisdiction thereof. The right to arbitrate shall be enforceable under the Federal Arbitration Act. The location of arbitration shall be in Hennepin County, Minnesota, unless otherwise agreed by the parties or mandated by the laws of the state where the Work is performed. In the event legal action is brought to enforce any of the obligations hereunder or arising out of the Work, the losing party shall pay the prevailing party's reasonable fees, costs, and expenses, including attorneys' and expert fees and costs.

24. Insurance

SELLER bases the prices in its Offer on the following insurance coverages and limits: (i) **Commercial General Liability**, \$1,000,000 each occurrence / \$2,000,000 aggregate; (ii) **Excess Liability**, \$10,000,000 each occurrence / \$10,000,000 general aggregate; (iii) **Automobile Liability**, \$1,000,000 combined single limit; (iv) **Workers' Compensation**, statutory; (vi) **Employer's Liability**, \$1,000,000; (vii) **Professional Liability**, \$5,000,000; and (viii) **Cybersecurity**, \$1,000,000. Additional limits may be procured at increased cost.