



**Proposal #02132026-01**  
TIPS Contract 230601 – Consulting and Other Related Services  
NRW Reduction Phase II

City of Mesquite  
1515 N. Galloway Ave.  
Mesquite, Texas 75149

May 15, 2026

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## Proposal #02132026-01

### TIPS Contract 230601 – Consulting and Other Related Services

**From: Holistic Utility Solutions (HUS)**

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Grapevine, TX 76051

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**To: Cliff Keheley**  
City Manager

Date: May 15, 2026  
Project: NRW Reduction Phase II

#### Scope Overview

As City of Mesquite continues its Non-Revenue Water Reduction Program, Phase II scope will focus on improving system visibility, data integration, and data-driven support for operational decisions while implementing effective solutions to reduce real losses and flushing. This Phase will propel Mesquite to a position of leadership within Texas as one of the most innovative and complete water management programs in the state.

#### Primary Objectives, Benefits, and Deliverables

##### Objectives

The primary objectives of Phase II are to:

- Improve the accuracy and reliability of system-wide and pressure-zone water balance calculations.
- Integrate operational, consumption, and modeling data into a unified dashboard.
- Provide actionable insights into non-revenue water (NRW), pressure performance, and operational drivers.
- Provide visibility into flushing by location
- Manage pressure to lower Real Losses and reduce strain on infrastructure
- Identify areas of losses and corresponding causes through District Metered Areas (DMAs)

##### Anticipated Benefits

Upon completion of Phase II, Mesquite will have improved system visibility, a reliable and repeatable understanding of water loss performance, and a modern dashboard to support daily operations and strategic planning.

Non-Revenue Water is expected to be reduced approximately 575MG per year, yielding a savings net of annual cost of approximately \$1.7M. After considering cost of materials, installation, and engineering not included in this proposal, the expected payment on the investment should be approximately 2.8 years.

##### Key Deliverables

- Program management of required material and installation needed to implement Phase II (engineering, material, and installation by others)
- Unified operational dashboard integrating consumption, SCADA, and model-based data.
- Ongoing system-wide and DMA level water balance results.
- Ongoing water audit summaries and NRW performance indicators.
- Analytical insights and recommendations to guide future phases and investments.

## Summary of Services

Holistic will provide program management support, evaluation, specifications, siting recommendations, coordination, and QA/QC advisory to support procurement and deployment by others.

Materials procurement, construction/installation, and any required sealing/stamping will be provided by the City's selected contractors and/or third-party engineer. Holistic will coordinate with the City's third-party engineer as needed to support review and implementation.

### Task 1 - Hydraulic & Water Quality Modeling

HUS will update, calibrate, and enhance the City's hydraulic model and develop a calibrated water quality model to support planning, operational evaluation, flushing optimization, DMA development, and dashboard integration. HUS will manage coordination with City staff and any third-party support needed for data access and field deployment (performed by others where applicable).

**Hydraulic model update and calibration:** collect and validate GIS/SCADA/AMI inputs; coordinate deployment of pressure loggers (installed by others); update network attributes and operational settings; calibrate North and South zones using AMI/SCADA/logger datasets; document assumptions, calibration statistics, and recommended use.

**Water quality model development & calibration (including field data collection):** compile historical water quality datasets and compliance records; coordinate and perform targeted field sampling and testing to characterize chlorine decay (including a 7-day residual decay analysis from system input sources, plus system-wide grab samples and selected 24-hour samples); analyze temperature and operational conditions affecting decay; configure and calibrate the WQ model (water age, residual patterns) and run scenarios supporting flushing and operational evaluation.

Outputs for dashboard and operations: convert model outputs into dashboard-ready formats and define practical guidance for update frequency, validation intervals, and how outputs should be used in operations.

**Deliverable focus:** calibrated hydraulic and water quality model files, sampling summaries, decay coefficient analysis, maps and scenario findings, and clear documentation suitable for planning and day-to-day operational evaluation.

*Final Review of models for any regulatory compliance to be completed by City's 3<sup>rd</sup> Party Engineer*

### Task 2 - Pressure Management

HUS will support the City in establishing two Pressure Management Zones (PMZ North and PMZ South) with optimized PRV strategies, leakage reduction analytics, and long-term governance.

This task includes evaluation of PMZ boundaries and operational constraints; identification of recommended PRV locations and performance requirements; development of control philosophies and seasonal setpoints; and quantification of leakage reduction potential using FAVAD-based pressure-loss relationships.

HUS will provide implementation coordination and advisory support for PRV deployment by others, including telemetry requirements, dashboard monitoring views, operator guidance, and KPI frameworks to sustain pressure stability and leakage control over time.

Deliverables include PRV siting recommendations, control strategy guidance, benefit summaries, monitoring requirements, operational playbooks, and annual performance reporting structures.

### Task 3 - Virtual and Physical DMA Planning and Configuration

HUS will support the development of a citywide sectorization and monitoring framework using Physical DMAs and Virtual DMAs.

Work includes establishing DMA boundaries, identifying flow and pressure monitoring requirements, and defining standardized water balance methodologies for NRW tracking. Virtual DMA calculations will be supported through integration of AMI consumption data, upstream metering, and calibrated model outputs.

HUS will provide program management support and technical recommendations for meter deployment and data workflows, with installation performed by others.

Deliverables include DMA boundary documentation, instrumentation requirements, Virtual DMA specifications, and repeatable water balance and anomaly response workflows.

### Task 4 - Flushing Program Planning and Optimization

HUS will support a hybrid flushing strategy combining telemetry-enabled smart flushers with automated inline flushers to improve water quality while minimizing unnecessary discharge.

Work includes evaluation of flushing priorities using water age and chlorine residual findings; recommendations for smart flusher and line flusher siting; development of performance specifications for City procurement; and coordination support for deployment by others.

This task also includes evaluation and specification of a continuous water quality monitoring network to provide real-time triggers for flushing optimization and compliance tracking, integrated into dashboards and operational workflows.

Deliverables include flushing optimization criteria, equipment specifications, procurement support materials, monitoring network recommendations, and operational KPIs.

### Task 5 – Dashboard Development & Integration

Design and deploy the following interactive dashboard modules:

- Module 2 – Water Balance w/ AMI Data
  - This is the core module that integrates SCADA and AMI data into an ongoing water balance view.
- Module 3 – Hydraulic Model Integration
  - This integrates the output of the hydraulic model into a data dashboard and GIS map view. Model can be updated and output pushed to dashboard on a recurring basis.
- Module 4 – Water Quality Model Integration
  - This integrates the output of the water quality model into a data dashboard and GIS map view. Model can be updated and output pushed to dashboard on a recurring basis.
- Module 5 – Manual Flushing Tracking
  - This integrates data from any manual flushing activities into the water balance and dashboard. Flushing data will be geocoded to show on a map view and rollup flushing by state.
- Module 6 – Known Leak Tracking
  - This allows input of leak data (leak size, pressure, and duration) to estimate real losses from known leaks and integrates into dashboard and map view.
- Module 7 – Physical DMA
  - Integrate the flows across five (5) DMAs defined by bi-directional insertion meters and hydraulically isolated areas to analyze NRW and contributing characteristics (pressure, pipe material, etc.) by DMA.
- Module 8 – Virtual DMA

- Subdivide Physical DMAs into approximately 11 Virtual DMAs. A virtual DMA utilizes the modeled system to estimate losses by subzone without the need for additional meters and/or valve closures. VDMAs serve as additional guidance on issues identified within the Physical DMA.
- Module 9 – Pressure Monitoring Integration
  - This integrates data from the deployed pressure sensors to show pressure data across the system on both dashboard and GIS map views.
- Module 10 – Flushing Device/Meter Integration
  - This integrates data from the deployed flushing meters to show flushing data across the system on both dashboard and GIS map views.

#### Task 6- GIS & Asset Management Integration Evaluation (*Optional*)

It is recommended that a workflow be documented and appropriate software procured to create a cohesive asset management system for meters, pumps, valves, pressure devices, flushers, etc. There should be one system of record that updates other sources directly. Data captured for each asset should include location (GIS), attributes (size, condition, etc.), and customer data.

This task includes support to work with Mesquite staff to determine existing software and workflow. An initial desktop audit of data quality and completeness will be completed. A recommendation and budget for additional steps will be provided.

This task does not include field verification of asset information or new asset management software. An additional budget of approximately \$120,000 was allowed for these functions in the Water Loss Study and should be reserved until completion of Task 6.

#### Task 7- Advanced Data Analytics & Correlation Studies

Perform targeted analytics to identify relationships between pressure, operations, water loss, and water quality. These insights will help identify additional improvements through infrastructure upgrades and targeted on-site leak detection.

#### Task 8- System Commissioning & Training

Commission systems to ensure all interfaces work as intended. Document workflows and source files and train operators on how to utilize system to manage system.

#### Task 9- TWDB Water Balance Review

Review the CY2025 and CY2026 TWDB water balance for a Level II validation. This includes desktop verification of inputs and outputs to ensure proper allocation of Non-Revenue Water.

## Cost & Schedule

### Cost of Services

Cost shall be delivered under a fixed price contract based on the time and materials calculated to deliver services. Turnkey project cost is **\$890,500**

TASK	PROGRAM MANAGEMENT	MODELING & DASHBOARD	LICENSE FEES
<b>TASK 1 – HYDRAULIC &amp; WATER QUALITY MODELING</b>	\$55,404	\$129,818	\$0
<b>TASK 2 – PRESSURE MANAGEMENT</b>	\$25,460	\$92,415	\$0
<b>TASK 3 – VIRTUAL &amp; PHYSICAL DMAS</b>	\$28,272	\$62,850	\$0
<b>TASK 4 – FLUSHER PROGRAM PLANNING AND OPTIMIZATION</b>	\$31,692	\$47,228	\$0
<b>TASK 5 – DASHBOARD DEVELOPMENT &amp; INTEGRATION</b>	\$101,650	\$121,350	\$62,600
<b>TASK 7 – ADVANCED DATA ANALYTICS &amp; CORRELATION STUDIES</b>	\$20,193	\$8,550	\$0
<b>TASK 8 – SYSTEM COMMISSIONING &amp; TRAINING</b>	\$35,834	\$10,260	\$0
<b>TASK 9 – TWDB WATER BALANCE REVIEW (2025 &amp; 2026)</b>	\$16,000	\$0	\$0
<b>TRAVEL</b>	\$5,057	\$4,460	\$0
<b>SUB-TOTAL (WITHOUT OPTIONAL TASK 6)</b>	<b>\$319,562</b>	<b>\$476,931</b>	<b>\$62,600</b>
<b>TASK 6 – GIS &amp; ASSET MANAGEMENT INTEGRATION MANAGEMENT (OPTIONAL)</b>	\$27,132	\$4,275	\$0
<b>TOTAL (WITH OPTIONAL TASK 6)</b>	<b>\$346,695</b>	<b>\$481,206</b>	<b>\$62,600</b>

### Schedule

Project is anticipated to take 18-24 months to complete. Preliminary schedule below:

ITEM	DESCRIPTION	TARGET START	TARGET END
<b>TASK 1</b>	Hydraulic & Water Quality Modeling	07/15/2026	11/15/2026
<b>TASK 2</b>	Pressure Management	10/15/2026	04/15/2027
<b>TASK 3</b>	DMA Planning & Configuration	10/15/2026	07/15/2027
<b>TASK 4</b>	Flushing Program Planning & Optimization	10/15/2026	07/15/2027
<b>TASK 5</b>	Dashboard Development & Integration	12/15/2026	09/15/2027
<b>TASK 6</b>	GIS & Asset Management Integration Evaluation	09/15/2026	12/15/2026
<b>TASK 7</b>	Advanced Analytics & Insights	10/15/2027	12/15/2027
<b>TASK 8</b>	Commissioning & Training	11/15/2027	01/15/2028
<b>TASK 9</b>	TWDB Water Balance Review	07/15/2026	09/31/2027



### Exclusions

Phase 2 focuses on analytics, integration, and program management. It does not include:

- Extensive data collection to correct errors or missing data in GIS or AMI system. Assumes clean GIS data set with pipe sizes, topographic data, and customer accounts.
- Physical construction or installation activities such as DMAs (Physical or Virtual), pressure reducing valves, automated flushing devices, or major SCADA hardware upgrades.
- Stamped engineering drawings
- Environmental Review (not anticipated)
- Providing work outside what is listed
- Taxes/Titles/Bonds

### Travel

Travel to support scope is included in fee.

### Payment Terms

- Payment billed monthly based on percent completion per Task. Schedule of Values (SOV) to be provided within 30 days of contract award.

### Ongoing Support Cost

The annual License Fees to maintain implemented systems is estimated at **\$62,600**. Cost for these licenses through September 2027 have been included in the proposal, but should be planned for FY2028 and beyond.

In addition, a retainer to support ongoing updates to external inputs to the system, such as hydraulic and water quality models, added or removed sensors, data analysis, water loss validation, etc. are recommended. This retainer is estimated at **\$88,000/yr** for an estimated total annual system maintenance and licensing cost of **\$150,600/yr**.

### Proposal Acceptance

#### City of Mesquite

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## Terms & Conditions

**This Proposal is conditioned upon the Terms and Conditions attached hereto (the “Terms”), which are incorporated herein by reference. The Proposal and the Terms together constitute the Contract between the parties. Any purchase order or other document issued by Client shall be for administrative purposes only and shall not modify or supersede the Terms unless expressly agreed to in writing by Consultant.**

A. ENTIRE AGREEMENT. These Terms and Conditions, in combination with those documents incorporating them by reference, constitute the entire agreement (the “Agreement”) between Holisus, LLC. (“Consultant”) and City of Mesquite (“Client”) to perform the described services (the “Services”), and all subsequent, mutually agreed change orders. This Agreement supersedes all prior proposals or negotiations between the parties with respect to the subject Services. These terms and conditions will also apply to any contract or purchase order document issued by the Client for future services, whether or not it is expressly incorporated. In the event of any conflict between these terms and conditions and the provisions of any purchase order or other document, these terms and conditions shall control unless the conflicting document expressly supersedes specific provisions hereof. This Agreement may not be modified except in a writing executed by both parties.

B. SERVICES. The Services will be performed in material compliance with the provisions of the Agreement. Client has reviewed the Agreement in detail and agrees that the Services are appropriate to meet Client’s needs and requirements. Unless specified elsewhere in the Agreement, Consultant shall furnish all technical and professional services, including labor, material, supplies, equipment, transportation, accommodation, subsistence and supervision of Consultant personnel, to perform the Services. Client acknowledges that Consultant may utilize third-party service providers in the performance of its obligations hereunder. Consultant shall at all times be an independent contractor and no persons involved in connection herewith shall be considered employees of the Client for any purpose.

C. FEES, INVOICING AND PAYMENT. Charges for all services shall be invoiced and paid in accordance with the Schedule of Values to be provided within 30 days of contract execution. Client agrees that payments shall be made within thirty (30) days of receipt of the invoice. Amounts not paid within thirty (30) days shall be subject to a late payment charge equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by applicable law. Should any invoice be in dispute, only that portion of the invoice in dispute may be held in abeyance until the dispute is resolved. Consultant may suspend or terminate further performance under this or other agreements with Client upon reasonable notice for the non-payment of invoices. Consultant shall have no responsibility or liability in connection with the Services, and Client shall have no right to rely on any report or other materials delivered, until all invoices have been paid in full. Consultant shall be entitled to all legal fees, including but not limited to attorney’s fees associated with any attempt to collect on unpaid invoices associated with the Services.

D. CONFIDENTIALITY. Information which the Client identifies as confidential upon provision to Consultant and which is not publicly available will be treated as confidential in accordance with industry customs or standards. However, Consultant shall have no liability to Client or any third party for disclosure of confidential information in notifications or reports which reveal potential issues related to the health, safety or welfare of the general public; subject to court order or other mandate; and/or further subject to public policy considerations. Consultant shall have no liability to Client or any third party for notifications or reports made in accordance with such laws or orders and Client shall defend, indemnify and hold harmless Consultant from and against any and all claims, demands, liabilities, costs and expenses, including reasonable attorney’s fees, incurred by Consultant in connection with such notifications or reports.

E. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF INCOME, PROFITS OR DATA OR DIMINUTION OF VALUE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. CLIENT AND CONSULTANT AGREE THAT CONSULTANT’S AGGREGATE LIABILITY TO THE CLIENT AND ALL THIRD PARTIES IN CONNECTION WITH THE SERVICES SHALL BE LIMITED TO GENERAL MONEY DAMAGES NOT TO EXCEED THE TOTAL COMPENSATION PAID TO CONSULTANT UNDER THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY PLED OR ASSERTED. THE PARTIES ACKNOWLEDGE THAT THEY HAVE CONSIDERED THE ALLOCATION OF RISK PRESENTED BY THE PROVISIONS OF THIS PARAGRAPH AND THAT THE ALLOCATION IS REASONABLE UNDER ALL FACTS AND CIRCUMSTANCES SURROUNDING THE AGREEMENT.

F. WARRANTY. Consultant warrants that the Services will be performed in a good and workmanlike manner in accordance with prevailing standards and practices applicable to the Services. CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

G. TESTING. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to samples collected in completion of the work and acknowledges that the act of testing may affect, alter or damage the property, terrain, vegetation, and/or building, structures and improvements at, in or upon the site. Client accepts such risk. Consultant will exercise reasonable efforts to limit such alteration or damage. Unless otherwise specifically agreed, Consultant will not be responsible for the cost of any required repair or restoration. Consultant may discard any and all samples immediately following analysis. Client may request, in writing, that any such samples be retained beyond such date, and in such case, Consultant will ship such samples to the location designated by Client, at Client’s expense. Consultant may, upon written request, arrange for storage of samples at mutually agreed storage charges. This is the only notice of intention to discard samples that will be given.

H. RELIANCE. No party shall be allowed to use or rely on any report(s) or information generated in the completion of this project until payment in full is made to Consultant for any outstanding invoices related to the Services rendered. Client understands that Services governed by this Agreement are strictly for their sole use and benefit. The parties expressly agree that no third party, including, but not limited to, any heirs, devisees, representatives, successors, assigns, affiliates, and subsidiaries of the parties or any partnership, corporation or other entity controlled by the parties or which control the parties, may rely on or raise any claim relating to the Services or this Agreement.

I. INDEMNIFICATION. In the event that Client permits a third-party to rely upon this Agreement, the Services, and/or reports provided by Consultant in breach of Paragraph H of this Agreement and said third-party files a claim or lawsuit against Consultant relating to this Agreement, the Services, and/or reports provided by Consultant, Client agrees to indemnify and hold Consultant harmless from any damages, losses, liabilities, and costs, including, but not limited to, reasonable attorney fees, costs, and expert witness fees, arising from any such third-party claim or lawsuit.

J. NON-SOLICITATION. Client shall not hire nor solicit for employment any of Consultant’s employees for a period of one (1) year subsequent to any services rendered by Consultant for Client. In the event of Client’s breach of this covenant, Consultant may seek any and all remedies including but not limited to an injunction; attorney fees and costs to enforce this provision; and monetary damages based upon the employee’s previous annual salary, and all costs related to training.

K. TERMINATION. This Agreement may only be terminated prior to substantial completion of the services by Consultant, by mutual consent, or by notice by either party in writing. In the event of termination prior to completion of the Services (i) by Client for any reason, or (ii) by Consultant due to the breach of this Agreement by Client, Consultant reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by Consultant as necessary to protect its professional reputation, to complete a report on Services performed to date. Consultant shall have the right to receive a reasonable termination charge to cover such costs and to be compensated for all Services performed prior to and in connection with such termination. In the event of termination, Client shall have no rights of use or reliance upon the work. Paragraphs A, C, D, E, F, I, J, K, L, M, N, O, P, Q and R shall survive termination.

L. RESOLUTION OF DISPUTES. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the state of Texas, without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. With the exception of disputes arising from failure to pay any invoices or fees for services rendered, any claim, controversy, or action arising out of, or related to, this Agreement or the alleged breach thereof, shall be submitted to mandatory non-binding mediation through a third-party mediator to be agreed upon by the Consultant and the moving party. A "Notice of Mediation" shall be served by any party to commence the mediation process. The service of the Notice of Mediation shall stay the running of the limitations period set forth in Paragraph M herein for a period of 60 days unless a longer or shorter period of time is agreed to by the parties. In the event that the parties cannot reach a resolution through mediation, the parties may proceed to litigate their claims in Court. Any litigation so instituted shall be filed in the state or federal courts located in Tarrant County, Texas, and the parties consent to the jurisdiction of those courts. With the exception of disputes arising from failure to pay invoices or fees for services rendered, each party shall pay the fees of its own attorneys, and the expenses of its witnesses and all other expenses connected with the presentation of its case.

M. LIMITATIONS PERIOD. Neither party shall initiate any claim or action against the other more than eighteen (18) months after the date from which all final reports for services performed by Consultant are submitted by Consultant to Client. The parties further expressly agree that this Limitations Period is reasonable, unambiguous and shall not be subject to modification or the delayed discovery rule unless expressly agreed to by the parties in writing.

N. CORPORATE PROTECTION. It is intended by the parties to this Agreement that Consultant's services in connection with the project shall not subject Consultant's employees, officers, or directors to any personal legal exposure for risks associated with this project. Therefore, the Client agrees that as Client's sole and exclusive remedy, any claim, demand or action shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers, or directors.

O. NO WAIVER. The failure of either party to exercise any right or remedy hereunder or to take any action permitted on a breach by the other party shall not be deemed a waiver of such right or remedy or of any other rights or subsequent breach of a like or different nature.

P. SEVERABILITY. The provisions of this Agreement are severable. The invalidity of any part of this Agreement shall not invalidate the remainder of the Agreement or the remainder of any portion hereof.

Q. OWNERSHIP. All work performed by Consultant and paid for by Client, including, without limitation, historical research, field data, field notes, laboratory test data, calculations and analyses prepared as instruments of service shall be the property of Client. Consultant may retain a copy of all pertinent records relating to the services performed. Notwithstanding the foregoing, Consultant shall retain all right, title, and interest in and to any pre-existing materials, intellectual property, methodologies, processes, systems, software tools, templates, models, calculations, spreadsheets, workflows, dashboards, analytical platforms, know-how, and other proprietary materials developed by Consultant prior to or independently of this Agreement ("Consultant Materials"). To the extent that any Consultant Materials are incorporated into or required to utilize the work performed under this Agreement, Client's right to access or use such Consultant Materials shall be governed by a separate written license agreement between the parties. No ownership of Consultant Materials is transferred to Client under this Agreement. Consultant shall retain the unrestricted right to use, reuse, and modify its general knowledge, experience, methodologies, processes, and know-how acquired during the performance of the Services for other clients and projects, provided that Consultant does not disclose Client's confidential information. Nothing herein shall be construed to transfer ownership of Consultant's proprietary software systems, analytical platforms, dashboards, or derivative improvements thereto.

R. NO ASSIGNMENT. Neither party shall assign their rights under this Agreement to any third party, including, but not limited to, any heirs, devisees, representatives, successors, assigns, affiliates, and subsidiaries of the parties or any partnership, corporation or other entity controlled by the parties or which control the parties without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Each party, and the person executing on behalf of such party, represent and warrant that such person has the full power and authority to bind the party represented.

S. SUBCONTRACTORS. Consultant may subcontract any part of its performance under this Contract. Any subcontractor shall be treated under the Contract as if they were employees of Consultant, except in regard to fees

T. THIRD-PARTY RELIANCE; RESPONSIBILITY. Client shall not permit any third party to rely upon this Agreement, the Services, or any reports or deliverables prepared by Consultant without Consultant's prior written consent. Any unauthorized reliance by a third party shall be at Client's sole risk. To the extent permitted by applicable law, Client shall be responsible for claims arising solely from Client's unauthorized provision of Consultant's work product to third parties for reliance purposes. Nothing herein shall be construed as a waiver of any governmental or sovereign immunity to which Client is entitled under applicable law.

U. FORCE MAJEURE. Neither party shall be liable for any delay or failure in performance under this Agreement to the extent such delay or failure is caused by events beyond the reasonable control of the affected party, including but not limited to acts of God, severe weather events, natural disasters, fire, flood, war, terrorism, labor disputes, supply chain disruptions, utility outages, governmental actions, epidemics or pandemics, or other similar events ("Force Majeure Event"). The affected party shall provide prompt notice to the other party of the Force Majeure Event and shall use reasonable efforts to resume performance as soon as practicable. The time for performance shall be extended for a period equal to the duration of the Force Majeure Event and any reasonable recovery period.

V. CONSTRUCTION MEANS AND METHODS. Consultant shall not have control over or responsibility for construction means, methods, techniques, sequences, procedures, or safety precautions and programs employed by contractors or subcontractors. Consultant shall not be responsible for the acts or omissions of contractors, subcontractors, suppliers, or other parties performing construction work. To the extent Consultant provides construction administration, construction observation, or construction management services under this Agreement, such services are performed solely for the purpose of observing the general progress of the work and assisting the Client with project coordination and contract administration. Consultant shall not be responsible for the contractor's failure to perform the work in accordance with the construction documents or applicable laws and regulations. Consultant shall not be responsible for construction schedules, cost overruns, delays, or performance issues caused by contractors, subcontractors, suppliers, or other third parties performing work on the project.