



DATE: May 28, 2026

CLIENT: Sherri Oplatka

RE: PROFILE PIT EXCAVATION AND EVALUATION AND OWTS ENGINEERING SERVICE AGREEMENT

ADDRESS: 7025 Franciville Rd, Colorado Springs, CO

SCOPE OF WORK: D&D ENGINEERING, LLC DBA COLORADO GEO-SOLUTIONS (“CGS”) agrees to perform the services listed, under SERVICES AND FEES below, as requested by Client at the ADDRESS identified above (“Project”).

SERVICES AND FEES: The fee for a Profile Pit Evaluation is \$1,200, this includes excavating and backfilling the pits, the soil evaluation, and the report. If additional pits are requested those are \$500 per pit. Additional pits may be requested by the Client or CGS may request an additional pit based on the technician’s evaluation.

Additionally, a design may be prepared at the Client’s request. The fee for an Engineered OWTS Design is \$1,800. This includes the required Inspections, plus travel, and Record Drawing. The fee for Conventional OWTS Design is \$900, if the Profile Pit evaluation allows. Conventional design does not require inspections or Record Drawing. If additional Inspections are requested those are \$150 per inspection. The designs are not started without verbal or written confirmation from the Client. Additional information will be requested from the Client to start the design, including a site plan and floor plans. Written or verbal changes from the Client or their representative are subject to this agreement without further addendums

RETAINER AND PAYMENT: A retainer of \$500 shall be paid prior to confirming the scheduled date of service. This retainer is to hold the scheduled date and time and is non-refundable 3 days before the date of service except in the event that CGS is unable to complete its service in a reasonable time. The remaining balance will be invoiced upon completion of the work. Payment shall be made within 15 days of invoicing. The final payment shall be received prior to releasing the documents. Late fees will be assessed on unpaid balances after the due date at a rate of 2% per month. Client agrees to be fully responsible for any fees, penalties, or charges incurred by CGS as a result of insufficient funds, returned payments, or credit card chargebacks. In the event of a chargeback or reversal, Client shall promptly reimburse CGS for the full amount of the original transaction, plus any associated bank fees, merchant processor fees, or administrative costs incurred by CGS.

FORCE MAJEURE: The Parties acknowledge that the performance of soil testing may be delayed or rendered impossible due to circumstances beyond the control of CGS, including but not limited to:

- Adverse weather conditions (e.g., heavy rain, snow, extreme temperatures, wind);
- Delays in utility locate services or access to the site;
- Illness, injury, or absence of key personnel;
- Pandemics, epidemics, or public health emergencies;
- Acts of God (e.g., floods, earthquakes, or natural disasters);
- Governmental actions, restrictions, or mandates;
- Supply chain disruptions, or equipment failures.

In the event of such delays, CGS shall notify the Client as soon as practicable, provide an estimated timeframe for resuming the testing, and make reasonable efforts to mitigate the delay. The timeline for project completion shall be adjusted accordingly, and CGS shall not be held liable for any resulting damages, penalties, or additional costs due to such delays.

JOB SITE: Client shall be responsible for preparation of the job site including excavation and backfilling of pits. Clients shall require the construction contractors and subcontractors to assume sole and complete responsibility for job site conditions at the Project, including the safety of persons and property, and for construction means, methods, techniques and sequences. Accordingly, Client shall defend, indemnify and hold CGS harmless from all claims for personal injury or property damage sustained due to the negligence of any contractor, subcontractor, or other person not under the control of CGS i) in safeguarding the worksite, ii) for using unacceptable materials in construction, iii) in constructing the Project, and iv) for claims arising under workers' compensation laws.

RIGHT-OF-ENTRY: Client shall arrange for and provide CGS with safe access to the Project property, including access for necessary equipment, to allow CGS to complete its services. While onsite, CGS will take reasonable precautions to minimize damage to the Project property, but Client agrees that in the normal course of work some damage may occur, the correction of which shall not be CGS's responsibility.

UTILITIES: CGS will request responsible utilities to locate off-site lines and public on-site lines when necessary to complete the services. Client shall be responsible for designating the location of all private utility lines and subterranean structures within the property lines of the Project. If CGS arranges a Private Utilities Locator, the cost will be passed onto the Client. Client agrees to defend, indemnify and hold CGS harmless for damage to utilities or subterranean structures that are not correctly located by Client or the responsible utility.

OWNERSHIP OF DOCUMENTS: CGS retains ownership and copyrights of all work product, reports, field data, field notes, laboratory test data, calculations, estimates, design plans, and other documents CGS prepares in connection with this Agreement (collectively, "Documents"). Client is licensed to use these Documents solely for the purpose they were prepared in furtherance of this Agreement. Client shall not reproduce, use or alter CGS's Documents for other projects, or for making future modifications to the Project, without CGS's prior written consent. If CGS terminates this Agreement for non-payment, Client shall not be entitled to use CGS's Documents for any reason.

STANDARD OF CARE: CGS shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in compliance with applicable state laws and local ordinances. CGS makes no express or implied warranty in connection with the performance of its services.

Client acknowledges that subsurface conditions may vary from those CGS encounters at the location where CGS performs surveys or explorations (if any) and that CGS's data, interpretations and recommendations are based solely on the information available to it. Client also acknowledges that the performance of soils depends on variables beyond the control of CGS and therefore, CGS cannot and does not guarantee the performance of soils at the Project property. CGS will be responsible for its data, interpretations and recommendations as indicated above, but shall not be responsible for the interpretation or implementation by others of the information developed.

LIMITATION OF CLAIMS: Any claim or cause of action between Client and CGS including, but not limited to, claims for contribution and indemnity, shall be deemed to have accrued and the applicable statutes of limitation and repose shall commence to run no later than the date of substantial completion of CGS's services under this Agreement. Substantial completion shall be deemed to occur no later than the date CGS issues its final invoice under this Agreement.

The services CGS provides pursuant to this Agreement are solely for the benefit of Client. Neither CGS nor Client intends to confer a benefit on any other person or entity. To the extent any other person or entity benefits from the services CGS provides, such benefit is purely incidental and such person or entity shall not be deemed a third-party beneficiary of this Agreement.

Client and CGS waive claims against each other for consequential, incidental, indirect, special, exemplary or punitive damages arising out of the services CGS performs pursuant to this Agreement. This mutual waiver includes, but is not limited to, claims for loss of use, product, rent, income, profit, financing, business, and reputation, for delay damages of any kind, for lost management and labor productivity, lost opportunity to complete other projects, and for increased construction and financing costs. This waiver extends, without limitation, to all consequential damages due to either party's termination under this Agreement.

LIMITATION OF LIABILITY: CGS's liability to the Client, owner (if Client is not the owner), builder, or contractors for the Project for any negligent acts, errors or omissions for any and all types of damages shall be limited to the total amount of the fees paid to CGS for the work on the Project. By signing below, the Client agrees to this limitation of liability and to follow recommendations contained in the report or design. If Client is a contractor and not the property owner, Client agrees to provide to the owner copies of the designs, reports and recommendations, as applicable, generated by CGS pursuant to this Agreement. Client further agrees that any claim, demand, action, arbitration or suit shall be solely directed against CGS and shall not include CGS's engineers, owners, shareholders, directors, managers, or employees. This limitation shall apply regardless of the nature of the claim made or the theory of liability pursued, including but not limited to, negligence, strict liability, breach of contract, breach of warranty, contribution, and indemnity. CGS will have no liability to Client or others for damages resulting from the failure of Client or others to follow CGS's recommendations.

WORK BY OTHERS: In performing services under this Agreement, CGS shall be entitled to rely upon the accuracy and completeness of information, reports, recommendations, and design services provided by Client, contractors, or other consultants, and CGS shall have no liability for claims or damages resulting from errors and omissions in the same.

MEDIATION: In the event of any dispute arises between the parties about the work performed by CGS on the Project, the parties agree to attend in good faith a mediation prior to initiation of any legal proceeding, including arbitration as required under this agreement. The parties shall retain the services of a neutral mediator mutually agreed upon by the parties to facilitate the resolution of the dispute. The cost of this mediation shall be divided equally between the parties.

ARBITRATION: For any dispute other than nonpayment of the fees as described herein, the parties to this agreement agree to have any dispute resolved through binding arbitration to be conducted by a single arbitrator with the Judicial Arbitrator Group in Denver, Colorado. In the event an arbitrator with the Judicial Arbitrator Group is unable or unwilling to serve as an arbitrator, binding arbitration will be conducted by an arbitrator mutually agreed upon by the parties. If the parties are unable to agree upon an arbiter, a court shall appoint an arbiter. Each party shall bear its own legal expenses in an arbitration and the cost of this arbitration shall be divided equally between the parties, except to the extent costs and fees are awarded as provided below.

ATTORNEY FEES AND COSTS: The prevailing party in any action or arbitration arising out of the services provided under this agreement, including any action to collect unpaid fees for services, shall be entitled to recover all costs and expenses, including reasonable attorney fees, incurred in pursuing or defending such action or arbitration.

INDEMNIFICATION: To the fullest extent permitted by law, Client shall indemnify, defend, and hold harmless CGS, including its engineers, owners, shareholders, directors, managers, or employees, of and from any and all claims, damages, losses, costs, attorney's fees, or liability brought against CGS by third parties to the extent caused by the negligent acts, errors or omissions, of the Client, or its officer, directors, and employees.

ENTIRE AGREEMENT: This Agreement shall be the entire agreement between Client and CGS and shall supersede any other agreement relating to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. Notwithstanding any other provision in this Agreement, if Client authorizes CGS to proceed with its services or if CGS begins performance of its services, this Agreement shall become an enforceable agreement between the parties regardless of whether either party has signed this Agreement.

The parties have indicated their acceptance of these terms by their signatures below.

COLORADO GEO-SOLUTIONS

BY: DOUGLAS J PRETZER, P.E.

TITLE: PRINCIPAL ENGINEER

DATE: 05/28/2026

SIGNATURE: *Douglas J Pretzer*

CLIENT

NAME (PRINTED): Sherry Oplatka

TITLE: Owner

DATE: 05/30/2026

SIGNATURE: *Sherry Oplatka*
Sherry Oplatka (May 30, 2026 11:39:28 MDT)









260130, 7025 Franciville Rd, OWTS PIT EXCAVATION AGREEMENT

Final Audit Report

2026-05-30

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