



Known for excellence.
Built on trust.

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

1350 Main Street
Suite 1400
Springfield, MA 01103
T: 413.726.2100
F: 413.732.1249
www.gza.com



VIA EMAIL

15.P000191.21

April 20, 2021 - **REVISED May 25, 2021**

Mr. Joshua A. Garcia, MPA, Town Administrator
Town of Blandford
1 Russell Stage Road
Blandford, MA 01008

Re: Price Proposal - Professional Design Services
Master Plan for a Revitalized Town Commons
Blandford, Massachusetts

Dear Mr. Garcia:

Thank you for selecting GZA and Benesch as your professional consultants to work with the Town of Blandford and its Design Committee on a Master Plan for the revitalization of five Town-owned parcels known as the “Town Commons” which are located at the juncture of Route 23, North Blandford Road, and North Street (“Site”) in Blandford.

GZA’s successful response to the Blandford Town Commons RFI/Q proposed engaging a traffic subconsultant (Benesch) to assess the feasibility of realigning North Blandford Road to meet Route 23 perpendicularly. By doing so, Veteran’s Park may be expanded and be continuous with the Historical Society property and the hillside behind it, instead of being separated by a roadway.

Based on our discussion at a project scoping meeting held via Zoom on April 6th with you, representatives of the Design Committee, GZA, and Benesch, GZA understands the Town is seeking a cohesive and resilient plan for the Blandford Town Commons, that includes the realignment of North Blandford Road.

Based on comments received on May 14th from MassDOT during our discussion with you, representatives of MassDOT, and Benesch, the proposed re-alignment of North Blandford Road makes “good common sense”, and the detailed traffic analysis previously proposed in our April 20th proposal is not necessary. MassDOT stated that they will require only a “sketch”, or “concept plan” be submitted to MassDOT for review. MassDOT also stated that, while they are in support of this project, they do not currently have a program in place to assist with this work. The construction expenditure would have to be borne entirely by the Town of Blandford.

Based on our understanding from the April 6th project scoping meeting and MassDOT’s May 14th comments, GZA is pleased to submit to the Town of Blandford our revised scope of services and price proposal for professional engineering and landscape architectural services related to a Master Plan for a Revitalized Town Commons.



SCOPE OF SERVICES

To assist the Town of Blandford with its pursuit of a revitalized Town Commons, GZA proposes the following scope of services:

Task 1 – Site Analysis

GZA will conduct a site analysis of the Town Commons and evaluate existing conditions of surrounding infrastructure, utilities, drainage patterns, sun and wind exposure, and ADA accessibility, and perform an inventory of significant trees. GZA will perform a desktop review of potential constraints related to rare species and wetlands, as well as soils and surficial geology information from MassGIS. GZA will conduct a field reconnaissance of any areas where ledge may pose a constraint and make note of any existing areas where invasive or noxious vegetation may need to be addressed. We will contact the water and sewer utilities to obtain approximate locations of these underground items.

Task 2 –Existing Conditions Base Plan

GZA will compile available and relevant existing conditions mapping (topography, property boundaries and easements, layout, stormwater, and utility information, etc.) as provided by the Town or other readily available sources (*e.g.*, MassGIS). Based on Site analysis and available mapping information, including LiDAR topographic information, GZA will create an existing conditions base plan at a minimum scale of 1" = 50' and with 1-ft contour intervals. This existing conditions plan will be used as a base plan for the traffic analysis, concept plans, and Master Plan.

Deliverable: Existing Conditions Base Plan: three (3) copies printed to scale on 24"x36" paper, also submitted electronically in pdf format.

Task 3 – Concept Plan

Based on the results of the kick-off meeting, site analysis, and recommendations by Benesch, and using the existing conditions plan as a base plan, GZA will develop a concept plan of the Project Site that incorporates the Town's goals and objectives and that includes a reconfigured North Blandford Road, and improved DPW/Fire Station access drive(s). The concept plans will depict proposed traffic improvements, walkways, hardscapes, Veteran's Park memorial features, any rerouted utilities in the right-of-way, new lighting, and landscaping.

The concept plan will feature site improvements that address the Design Committee's goals/ objectives expressed at the April 6th Zoom meeting, described below.

- Revitalize Town Commons
- Celebrate the Site's historical significance
- Provide for low maintenance, slow growing ornamental trees and shrubs
- Revision of Veteran's Park- placement of monument, cannon, cannonballs, flagpoles, new monument, lighting
- Restore Town Commons hillside- cleared of invasive plants, protect trees
- Allow for pedestrian connectivity/ accessibility
- Design with climate resiliency/ sustainability in mind



GZA's concept plan for a revitalized Town Commons will provide accessible routes as practical for people of all abilities, and depict a revitalized, cohesive Town Commons. GZA will identify ways to promote climate resiliency through landscaping and stormwater management. Where practical, GZA will introduce bioretention swales with deep-rooted plantings and free-draining soils that will aid in storing stormwater between storm events. Furthermore, as practical, GZA will propose locally-sourced materials as opposed to materials that are imported and have larger "environmental footprints."

GZA will seek input from the Town regarding Blandford's local history and propose improvements that tie the Site to Blandford's unique past. Interpretive signage identifying former property uses and/ or significant individuals may be proposed along the walking paths or at meeting nodes.

The concept plan will illustrate the project's scope, project components, and how they relate to one another as well as the surrounding properties.

Meetings: GZA will meet with the Town at a Design Review Meeting to review the concept plan and outcome of the traffic analysis (described below under Task 4). It is assumed the meeting will be held via Zoom.

Deliverable: Three (3) copies of the Concept Plan printed to scale on 24"x36" paper, also submitted electronically in pdf format.

Task 4 – Traffic Analysis

As subconsultant to GZA, Benesch traffic engineers will perform the following tasks:

1. Obtain the raw traffic data collected for the MassDOT study for a new interchange along I-90 between Exit 2 and Exit 3.
2. Obtain historical traffic data from the MassDOT MS2 site for the roadways in the vicinity of the site.
3. Perform a field visit to the Site to observe the roadways and intersections surrounding the Site. Measure the available sight distances along Route 23 from Herrick Road and the proposed relocated North Blandford Road.
4. Collect the most recent crash data from MassDOT IMPACT site.
5. Meet with Mass DOT District 1 to present the 25% concept plan prepared by GZA, and discuss the proposed new intersection of North Blandford Road and Route 23.
6. Review potential pedestrian crosswalk locations across North Street. Identify appropriate signage and / or active controls for the crosswalks.
7. Prepare a letter report summarizing our findings.
8. Attend design team meetings and meetings with the Design Team / Town Staff / Public hearings (two (2) meetings are assumed). Any additional meetings, which you approve, will be billed in accordance with the attached Hourly Rate Fee Schedule.

Task 5 – Final Master Plan

Based on the outcome of the Design Review Meeting, GZA will further develop the concept plan into a Master Plan for a



Revitalized Town Commons. The Master Plan will include a description of project elements including materials, and dimensions, and will feature up to three (3) perspective renderings of project areas “before and after”. The Master Plan will graphically describe the Site redevelopment elements and will address traffic considerations, utility layout, topography, safety, accessibility, climate resiliency, views, and built features, etc.

GZA will generate a corresponding Estimate of Probable Project Costs. Together, the Master Plan and cost estimate will illustrate the project’s scope and the relationship of the project components to one another and the relationship of the project to surrounding properties. Conceptual specifications reflecting preliminary selections of materials, building systems, and equipment will be indicated on the plans.

Meetings: GZA will meet with the Town at a Design Review Meeting to review the Master Plan. It is assumed the meeting will be held via Zoom.

Deliverable: Three (3) copies of the Master Plan printed to scale on 24”x36” paper and three (3) copies of the Estimate of Probable Project Costs, also submitted electronically in pdf format.

BUDGET AND BASIS OF BILLINGS

GZA proposes to provide Tasks 1 - 5 for the lump sum fee of EIGHTEEN THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS (\$18,794). GZA’s lump sum fee is based on the anticipated scope of work outlined above and on an assumed level of participation by GZA personnel plus applicable expenses as shown on Attachment A – Fee Derivation Worksheet, which represents our present judgment as to the level of effort required.

ASSUMPTIONS

The number and frequency of meetings are as noted. Any additional meetings we are requested to attend will be billed for labor and expenses in accordance with the attached Schedule of Fees.

SCHEDULE

GZA will be available to commence the requested services following authorization to proceed by the Town and will coordinate with the Town to perform the services in a timely, responsive manner. We will maintain regular communication with Town contacts so that issues and concerns are addressed on a timely basis. GZA/Benesch estimate it will take six weeks from time of contract award to complete Tasks 1-4. Thereafter, GZA estimates it will take no more than four additional weeks to complete the Final Master Plan (Task 5), pending Town review schedule.

ACCEPTANCE

Acceptance of this Proposal may be indicated by signing in the appropriate space and returning one copy to us. Our understanding is that a Town of Blandford Purchase Order will then be forthcoming. Should you have any questions, please contact Anja Duffy at (413) 454-2134 / anja.duffy@gza.com, or Tom Jenkins at (413) 563-7986 / thomas.jenkins@gza.com. Thank you for this opportunity to work with the Town of Blandford on this exciting project.



Sincerely yours,
GZA GeoEnvironmental, Inc.

Anja Ryan Duffy, PLA
Project Manager

Guy P. Dalton, P.E., LSP, LEP
Consultant / Reviewer

Thomas E. Jenkins, P.E.
Principal-in-Charge

Attachments: Attachment A - Fee Derivation Worksheet, May 25, 2021
Terms and Conditions for Professional Services (08/08-Edition/05-9010)
Schedule of Fees, SPR-CY21-2.34L

Proposal Acceptance & Notice to Proceed:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
For Town of Blandford	Date

Attachment A

Fee Derivation Worksheet

PROJECT WORKSHEET - Master Plan for a Revitalized Town Commons														
Task	Description	Principal Engineer	Assoc. Principal Engineer	Senior Project Engineer / Scientist	Project Engineer / Landscape Architect	Assistant Project Engineer	Eng I	Eng II	Sr. CAD Draft	Admin	Vendors & Subcontractors	Exps		TASK TOTAL
1	Site Analysis		1.00		6.00					1.00		\$150		\$1,328
2	Existing Conditions Plan		1.00		2.00	6.00			6.00			\$75		\$2,076
3	Traffic Analysis		0.50		3.00						\$7,950	\$50		\$9,725
4	Concept Plans		2.00		16.00							\$150		\$2,833
5	Master Plan		2.00		16.00							\$150		\$2,833
														\$0
		0.00	6.50	0.00	43.00	6.00	0.00	0.00	6.00	1.00	\$7,950	\$575	← Subtotals	
	Billing Rates:	\$210	\$210	\$170	\$140	\$115	\$95	\$90	\$135	\$105	15%	15%	Markup	
	Subtotal:	\$0	\$1,365	\$0	\$6,020	\$690	\$0	\$0	\$810	\$105	9,142.50	661.25		
	Subtotal, Labor:		\$8,990											
	Vendors, Subcontractors, & Expenses:		\$9,804											
	Total Lump Sum Fee:		\$18,794											\$18,794



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2016 by GZA GeoEnvironmental, Inc.

Client ("You"): Town of Blandford, MA

Proposal No: 15.P000191.21

Site: Blandford, MA

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named above.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

1. **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
 - a. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
 - b. GZA warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
 - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**
 - d. GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
 - a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
 - c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
 - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
 - b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and



- (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
- 5. Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
- 6. Underground Facilities.** GZA's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
- (i) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
 - (ii) that are not correctly marked by the appropriate utility.
- 7. Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**
- 8. Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.
- 9. GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 10. Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.
- 11. Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12. Changed Conditions.**
- a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered



may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.

- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

13. Documents and Information. All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

14. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

15. Confidentiality; Subpoenas. Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

16. Insurance. During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

17. Indemnification. You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

18. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.



19. Disputes.

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

20. Miscellaneous.

- a. Massachusetts law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.



GZA GeoEnvironmental, Inc.
SCHEDULE OF FEES – CALENDAR YEAR 2021

FOR PROPOSAL FOR SERVICES DATED: 4/19/2021 FILE NO.: 15.P000191.21

<u>LABOR</u>	<u>Per Hour</u>
Senior Principal Engineer / Scientist	\$210
Principal Engineer / Scientistff	\$210
Associate Principal Engineer / Scientist	\$210
Senior Consultant	\$185
Senior Project Engineer / Scientist	\$170
Project Engineer / Scientist	\$140
Assistant Project Engineer / Scientist	\$115
Staff Engineer / Scientist I	\$95
Staff Engineer / Scientist II	\$90
Technician I	\$85
Technician II	\$65
Senior CAD/Technical Designer	\$135
CAD/Technical Designer	\$105
Technical/Administrative Support	\$105
Outside Services and Subcontractors	Cost Plus 15%
Expenses	Cost Plus 15%

The above rates for technical and support personnel will be charged for actual time worked on the project, including time required for travel from company office to job or meeting site and return. For work requiring out-of-town overnight stay, the minimum charge for work on the project will be eight (8) hours per day.

Overtime work by "Non-Exempt" personnel will be billed at 1.5 times the standard rate.

A fifty percent (50%) premium will be added to the above rates for expert witness and other special services.

The above-listed rates are valid for the calendar year in which the work is performed. GZA reserves the right to modify this rate schedule on an annual basis to reflect changes in employee compensation and Client acknowledges that labor rates may change during the execution of this project.

EXPENSES

- Rental of specialized field or monitoring equipment and vehicle charges based on standard unit prices
- Transportation, lodging and subsistence for out-of-town travel
- Printing, reproduction, plotting, and wide-format scanning
- Express mail and shipping charges
- Personal vehicle travel for projects at IRS rates
- Long distance, local and cellular telephone, facsimile and postage (via U.S. Postal Service) are included in a flat rate Communication Fee of 3 percent per invoice on labor only

INVOICES

GZA will submit invoices periodically and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice any time your payment is overdue on this or any other project.

BUDGETS

The Budget contained within GZA's Proposal represents our estimate of the work involved. Actual charges can vary either upward or downward depending upon many factors. GZA considers a substantial budget variance to be 15% and we will not exceed this variance without notifying Client.

RETAINER

Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.