



Phone 617.924.1770
 Fax 617.924.2286
 www.vhb.com
 Engineers | Scientists | Planners | Designers

101 Walnut Street
 PO Box 9151
 Watertown, MA 02472-4026

Client Authorization

New Contract: Date: January 15, 2021

Amendment No.: Project No.: 14397.01

Project Name: MassDOT Contract No. 113585
 Town of Buckland – Municipal Bridge Improvements Program
 Nilman Road over Clark Brook

		Cost Estimate	
	To:	Amendment	Contract Total
	Ms. Heather Butler Town Administrator Town of Buckland 17 State Street Shelburne Falls, MA 01370	Labor:	\$41,967.34
		Expenses:	<u>\$ 8,303.20</u>
		TOTAL:	\$50,270.54
E-mail: twnadmin@town.buckland.ma.us		<input type="checkbox"/> Lump Sum	<input type="checkbox"/> Time & Expenses
		<input type="checkbox"/> Lump Sum + Expenses	
		<input checked="" type="checkbox"/> Cost + Fixed Fee	<input type="checkbox"/> Labor Multiplier
Phone No: 413-625-6330 Ext. 5		Estimated Date of Completion: 7/1/2022	

The following Exhibits are made part of this Agreement and incorporated herein:

- Exhibit A – VHB Scope of Work and Workhour Estimate
- Exhibit B – Vanasse Hangen Brustlin, Inc. Terms and Conditions

VHB understands it must accept all applicable terms and conditions of the Prime Agreement between Massachusetts Department of Transportation and the Town of Buckland, identified as MassDOT Contract No. 113585, dated December 18, 2020.

Prepared By: **A. Burkholder /Rev by B. Richard**

Department Approval: **R. Penfield**

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

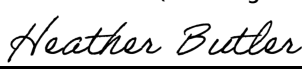
Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

Client Authorization (Please sign original and return)

By: 

By: 

Print: Robert Penfield, PE

Print: Heather Butler

Title: Managing Director

Title: Town Administrator

Date: 2/4/2021

Date: Feb. 5, 2021

Replacement of Nilman Road over Clark Brook

B-28-017 (C69)

Buckland,
Massachusetts

Prepared for **Town of Buckland
Buckland, Massachusetts**

Prepared by  **Vanasse Hangen Brustlin, Inc.**
Watertown, Massachusetts

**Project File No. 82699.16
Submitted: November, 2020**

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION**

PART A – PROJECT TEAM AND DESCRIPTION

The following information provides a comprehensive description of tasks that are required to design this MassDOT project. The following tasks have been numbered and consistent with the appropriate Section of the Work Hour Estimate Form. The project is comprised of the following entities used to complete their specific tasks:

Vanasse Hangen Brustlin (VHB)	Project Management
Vanasse Hangen Brustlin (VHB)	Structural Engineering
None Anticipated	Highway Engineering
Vanasse Hangen Brustlin (VHB)	Environmental Services
None Anticipated	Survey
GeoDesign	Geotechnical Engineering

PROJECT DESCRIPTION

The existing bridge carrying Nilman Road over Clark Brook is in poor condition and needs to be replaced. The design of the replacement structure including hydraulic analysis, environmental permitting, roadway design, geotechnical design, and structural design were all completed under a previous contract. This scope is limited to bidding services and construction phase services for the project.

PROJECT LIMITS

The project limits will be no more than approximately 100' from the center of the bridge and approximately 50' upstream and downstream of the bridge.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement:

- In accordance with Land Court procedures, preparation of final right-of-way plans, layout plans, taking plans, and descriptions involving the alteration of Land Court parcels.
- Investigation, identification testing, or analysis of hazardous waste or materials.
- Development of as-built plans
- Initial NBIS Bridge Inspection
- Initial load rating of completed structure.

Should services be required in these areas, or areas not previously described, VHB will prepare an Amendment, at the Town's request, that includes a Scope of Services, Compensation, and Schedule.

TOWN-FURNISHED INFORMATION

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION**

It is understood that VHB will perform services under the sole direction of the Town. In the performance of these services, VHB will coordinate its efforts with those of other project team members, as required. The Town will provide VHB with project-related technical data including, but not limited to, the following:

- Any relevant data that supports existing conditions, utilities, pavement, property owners and boundaries, etc.
- Police detail services as required for field work, as and if needed (survey or other).
- Water and Sewer information and any other improvements within project limits.

VHB will be entitled to rely on the accuracy of information provided by the Town, and shall have no liability for utilizing such data that contains errors or omissions while completing these services.

PART B – TASK DESCRIPTIONS

The following information provides a comprehensive description of tasks that may be required for bidding and construction phase services for this project. It is understood that certain projects may have specific circumstances that will require that additional tasks be defined and negotiated. Additional tasks shall be numbered consistent with the appropriate Section and added to the Work Hour Estimate Form.

SECTION 150 ENVIRONMENTAL

The following has been prepared with the anticipation that the MassDOT Environmental Department will not need to review the project and associated permitting.

The environmental permits have been prepared for this project under a separate contract. Therefore, this scope is limited to the submission of the NOI and representation at local conservation commission meetings.

179 WPA Notice of Intent (NOI)

The Project will require work near or within regulated wetland resource areas subject to jurisdiction under the WPA. VHB will submit an NOI to the local conservation commission in accordance with the WPA. This scope assumes that the Project will not require any wetland replication design. Tasks include submission of all associated forms and backup documentation; permit plans, coordination during review, site walks, and attendance at up to two Conservation Commission hearings and a site walk if required by the Commission. This scope assumes that a separate peer review process will not be necessary and that VHB will not be providing environmental monitor services during construction. VHB has assumed 40 hours for this task.

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION**

The proposed work is presumed to impact less than 5,000 square feet of vegetated wetlands and waters and the Order of Conditions issued by the Conservation Commission will serve as the Water Quality Certificate (WQC).

SECTION 900 CONSTRUCTION ENGINEERING

901 Pre-Bid Services

Coordination with the Town of Buckland on bidding the proposed project. It is anticipated that VHB will prepare the appropriate bid documents and advertise with assistance from the town. VHB has budgeted 60 hours for coordination on bidding the project and reviewing bids received, including VHB participation in Pre-Bid Conference and evaluation of and responses to bidder questions.

902 Pre-Construction Conference

VHB will attend one (1) pre-construction meeting on-site with the Town and the contractor.

903 Highway Shop Drawings and Signal Permit

Work under this task is not included.

904 Bridge and Wall Shop Drawings

VHB will review construction submittals submitted by the contractor including shop drawings and material certifications. The precast concrete structure will be designed by the fabricator. In accordance with MassDOT requirements, VHB, as the engineer of record for the project will review the fabricator's shop drawings and calculations and issue a sealed letter stating the design is acceptable. VHB will coordinate with MassDOT during the Department's review of the shop drawings. VHB has assumed 32 hours for this task.

905 Bridge Construction Procedures

VHB will review construction procedures submitted by the contractor. VHB has assumed 10 hours for this task.

906 Furnishing Advice and Field Visits

VHB has included up to 42 hours for answering contractor questions, providing clarifications, and two field visits, if required, during construction.

It is anticipated that the bridge will be replaced over a long weekend and VHB will be onsite for the duration of the shutdown to answer contractor questions, provide clarifications and observe the work. The long weekend is defined as 79 hours which will be covered by multiple work shifts.

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION**

907 Geotechnical Construction Evaluation

VHB will engage a geotechnical engineer (GEODesign, Inc.) to perform a field visit during excavation and preparation of the subgrade to evaluate confirm the materials are adequate to support the bridge foundations. Please refer to the attached scope of work for GEODesign.

It is anticipated that the geotechnical engineer will be on-site during the bridge installation weekend for a total of 16 hours. If the geotechnical engineer is required to be on site for longer than 16 hours due to circumstances beyond VHB's control such as weather delays or Contract or schedule, VHB shall be compensated for the duration that the geotechnical engineer is on site in excess of 16 hours.

908 Bridge Rating and Photographs

Work under this task is not anticipated.

MassDOT - HIGHWAY DIVISION

SCOPING WORKBOOK Form 1.3 Work Hour Estimate

City/Town	Buckland	Contract No.:								
Location:	Nilman Road	Assignment No.:								
Revisions Effective	Small Bridge Program	ProjInfo No.:								
SECTION 100										
PROJECT DEVELOPMENT ENGINEERING										
		PIC	PM	SE	Eng	AE	ET	TOTAL		
101	Project Concept Preparation (Development of Purpose and Need)									
102	Preliminary Project Area Analysis									
103	Reasonable Alternative(s) Identification									
104	Alternatives Analysis & Report Preparation									
105	Project Design Schedule Development and Monthly Updates									
	SUBTOTAL									
SECTION 150										
ENVIRONMENTAL										
		PIC	PM	SE	Eng	AE	ET	TOTAL		
151	Early Environmental Coordination Design Submission Checklist									
152	Hist./Arch. - Federal Section 106 and State Chapter 254									
153	Reserved									
154	Hazardous Materials Research/Review									
155	Project Development Meetings and Hearings									
156	NEPA/MEPA Determination									
157	NEPA - Categorical Exclusion (CE)									
158	NEPA - Environmental Assessment (EA)									
159	NEPA - Draft Environmental Impact Statement (EIS)									
160	NEPA - Final Environmental Impact Statement (EIS)									
161	NEPA - Supplemental Environmental Impact Statement (EIS)									
162	NEPA - Reevaluation									
163	MEPA - Environmental Notification Form (ENF)									
164	MEPA - Draft Environmental Impact Report (DEIR)									
165	MEPA - Final Environmental Impact Report (FEIR)									
166	MEPA - Notice of Project Change (NOPC)									
167	MEPA - Supplemental Environmental Impact Report (SEIR)									
168	Reserved									
169	Reserved									
170	USACE Section 404 General Permit (PGP)									
171	USACE Individual Section 404 Permit									
172	U.S. Coast Guard Bridge Permit									
173	Programmatic Section 4(f) Evaluation									
174	Draft Individual Section 4(f) Evaluation									
175	Final Individual Section 4(f) Evaluation									
176	Wetland Resource Area Delineation									
177	WPA Abbr. Notice of Resource Area Determination (ANRAD)									
178	WPA Request for Determination of Applicability (RDA)									
179	WPA Notice of Intent (NOI)		4	16	12	8		40		
180	WPA Variance									
181	Chapter 91 License/Permit Application									
182	Water Quality Certification									
183	Coastal Zone Management Consistency Review									
184	Wildlife/Rare Species Assessment									
185	Essential Fish Habitat Assessment									
186	Reserved									
187	Impaired Waterbody Assessment and Water Quality Data Form									
	SUBTOTAL		4	16	12	8		40		

MassDOT - HIGHWAY DIVISION

SCOPING WORKBOOK Form 1.3 Work Hour Estimate

City/Town	Buckland	Contract No.:						
Location:	Nilman Road	Assignment No.:						
Revisions Effective	Small Bridge Program	ProjInfo No.:						
SECTION 200								
FUNCTIONAL DESIGN REPORT (FDR)								
		PIC	PM	SE	Eng	AE	ET	TOTAL
201	Establish Purpose and Need							
202	Public and Agency Outreach							
203	Evaluate Existing Conditions / Context							
204	Prepare Traffic Volumes							
205	Conduct Safety Analysis							
206	Evaluate Signal Warrants							
207	Operational Analysis for Existing Conditions							
208	Establishment of Basic Design Controls and Evaluation Criteria							
209	Development of Alternatives							
210	Operational Analysis for Future Conditions							
211	Preferred Alternative							
212	Complete Streets							
213	GreenDOT							
214	Traffic Management							
215	Construction Cost							
216	Conclusion and Recommendation							
217	Report Preparation							
	SUBTOTAL							
SECTION 220								
DESIGN EXCEPTION REPORT								
		PIC	PM	SE	Eng	AE	ET	TOTAL
221	Evaluate 13 Controlling Criteria							
222	Perform Incremental Evaluation							
223	Prepare Narrative/Report							
	SUBTOTAL							
SECTION 230								
INTERCHANGE JUSTIFICATION / MODIFICATION REPORT (IJR / IMR)								
		PIC	PM	SE	Eng	AE	ET	TOTAL
231	Prepare an IJR/IMR							
	SUBTOTAL							
SECTION 300: PRELIMINARY ENGINEERING								
25% HIGHWAY DESIGN SUBMISSION								
		PIC	PM	SE	Eng	AE	ET	TOTAL
301	Project Initiation and Data Compilation							
302	Utility Coordination							
303	Survey Coordination and Controls							
304	Base Plans, Profiles and Typical Sections							
305	Field Reconnaissance							
306	Plot Existing Layout Lines							
307	Meetings and Liaison							
308	Determine Roadway Cross Section							
309	Preliminary Horizontal Geometry							
310	Preliminary Vertical Geometry							
311	Cross Section Studies							
312	Prepare Cross Sections							
313	Plot Proposed Layout and Easements							

MassDOT - HIGHWAY DIVISION

SCOPING WORKBOOK Form 1.3 Work Hour Estimate

City/Town	Buckland	Contract No.:						
Location:	Nilman Road	Assignment No.:						
Revisions Effective	Small Bridge Program	ProjInfo No.:						
SECTION 300 (Cont'd)								
25% HIGHWAY DESIGN SUBMISSION								
		PIC	PM	SE	Eng	AE	ET	TOTAL
314	Pavement Design							
315	Typical Sections							
316	Construction Details							
317	Hydrological Studies and Hydraulics Report							
318	Preliminary Drainage and Utility Studies							
319	Lane Configurations							
320	Traffic Signals							
321	Signs and Pavement Markings							
322	Traffic Management							
323	Reserved							
324	Constructability Review							
325	Quality Control (QC) Review							
326	Preliminary Construction Estimate							
327	Submission Checklists							
328	Modifications and Revisions							
329	Value Engineering (VE)							
330	Construction Contract Time Determination							
331	Incentives/Disincentives							
	SUBTOTAL							
SECTION 350								
DESIGN PUBLIC HEARING								
		PIC	PM	SE	Eng	AE	ET	TOTAL
352	Hearing Preparation							
353	Design Public Hearing							
	SUBTOTAL							
SECTION 400								
75% HIGHWAY DESIGN SUBMISSION								
		PIC	PM	SE	Eng	AE	ET	TOTAL
401	Response to 25% Comments							
402	Field Reconnaissance							
403	Meetings, Liaison and Coordination							
404	Utility Coordination							
405	Final Horizontal Design Geometrics							
406	Final Vertical Design Geometrics							
407	Pavement Design							
408	Typical Cross Sections							
409	Plot Cross Section							
410	Plot Proposed Layout and Easements							
411	Construction Plans							
412	Grading and Tie Plans							
413	Drainage and Water Supply Details							
414	Traffic Signs							
415	Guide Sign Design & Overhead Directional (OD) Elevations							
416	Traffic Signals and Plan Preparation							
417	Pavement Markings and Plan Preparation							
418	Traffic Management							
419	Highway Lighting Plans and Details							
420	Landscaping and Plan Preparation							

MassDOT - HIGHWAY DIVISION

SCOPING WORKBOOK Form 1.3 Work Hour Estimate

City/Town	Buckland	Contract No.:						
Location:	Nilman Road	Assignment No.:						
Revisions Effective	Small Bridge Program	ProjInfo No.:						
SECTION 400 (Cont'd)								
75% HIGHWAY DESIGN SUBMISSION								
		PIC	PM	SE	Eng	AE	ET	TOTAL
421	Erosion Control							
422	Miscellaneous Contract Plans							
423	Quantity & Cost Estimate (Weighted Average Bid Application)							
424	Special Provisions							
425	Constructability and Quality Control (QC) Review							
426	Submission Checklist							
427	Bottom Up Estimate and Reconciliation (if required)							
428	Construction Contract Time Determination							
429	Incentives/Disincentives with Road User Calculation							
	SUBTOTAL							
SECTION 450								
100% HIGHWAY DESIGN SUBMISSION/ FINAL ENGINEERING								
		PIC	PM	SE	Eng	AE	ET	TOTAL
451	Respond to 25% Comments							
452	Finalize Plans							
453	Prepare Special Provisions							
454	Finalize Quantity and Cost Estimate (W.A.B.A. & Calculation Book)							
455	Quality Control (QC) Review							
456	Submission Checklist							
457	Bottom Up Estimate and Reconciliation (if required)							
458	Construction Contract Time Determination							
459	Incentives/Disincentives							
	SUBTOTAL							
SECTION 500								
RIGHT OF WAY								
		PIC	PM	SE	Eng	AE	ET	TOTAL
501	Preliminary Right of Entry Plans							
502	Layout Plans and Order of Taking							
503	Written Instrument							
504	Final Right of Way Plans							
	SUBTOTAL							
SECTION 600								
GEOTECHNICAL DESIGN								
		PIC	PM	SE	Eng	AE	ET	TOTAL
601	Research Available Subsurface Data							
602	Field Reconnaissance							
603	Subsurface Investigation Plan							
604	Subsurface Investigation Inspection							
605	Office Studies, Analysis and Testing							
606	Geotechnical Report							
607	Meetings, Reviews and Liaison							
608	Final Plans, Specifications and Estimates							
	SUBTOTAL							

MassDOT - HIGHWAY DIVISION

SCOPING WORKBOOK Form 1.3 Work Hour Estimate

City/Town	Buckland	Contract No.:						
Location:	Nilman Road	Assignment No.:						
Revisions Effective	Small Bridge Program	ProjInfo No.:						
SECTION 700								
PROJECT DEVELOPMENT - STRUCTURAL								
		PIC	PM	SE	Eng	AE	ET	TOTAL
701	Field Investigation							
702	Determine Bridge Configurations							
703	Preliminary Structural Analysis							
704	Comparative Design and Cost Analyses							
705	Preliminary Structures Report Preparation							
706	Bridge Type Selection Worksheet Preparation							
707	Meetings and Liaison							
708	Hydraulics Study and Report (Bridges over Water)							
		SUBTOTAL						
SECTION 710								
SKETCH PLANS (25% Design)								
		PIC	PM	SE	Eng	AE	ET	TOTAL
711	Establish Boring Locations							
712	Reserved							
713	Sketch Plan Development							
714	Meetings, Coordination and Liaison							
715	Constructability Review							
716	Submission Checklist							
		SUBTOTAL						
SECTION 750								
FINAL BRIDGE DESIGN (100% Plans)								
		PIC	PM	SE	Eng	AE	ET	TOTAL
751	Structural Design - Superstructure							
752	Structural Design - Substructure							
753	Bridge Layout Geometrics							
754	Contract Drawings							
755	First Review Submission							
756	Quantity Cost Estimates							
757	Special Provisions							
758	Second Review Submission							
759	FHWA Reviews							
760	Meetings and Liaison							
761	Constructability and Quality Control (QC) Review							
762	Submission Check List							
		SUBTOTAL						
SECTION 800								
PS&E SUBMISSION								
		PIC	PM	SE	Eng	AE	ET	TOTAL
801	Respond to 100% Comments							
802	Finalize Plans, Specifications and Estimate							
803	Prepare Detail Sheets							
804	Combine Highway and Bridge							
805	Quality Control (QC) Review							
806	Finalize Bottom Up Estimate and Estimate Reconciliation (if required)							
807	Finalize Construction Contract Time Determination							
808	Finalize Incentives/Disincentives							
		SUBTOTAL						

MassDOT - HIGHWAY DIVISION

SCOPING WORKBOOK

Contract No #		EXHIBIT B BUDGET - COST PLUS		
0				
		PRELIMINARY ENGINEERING	CONSTRUCTION ENGINEERING	TOTALS
(a) Salary Costs		\$2,390.64	\$12,369.70	\$14,760.34
(b) Indirect Costs	155.00%	\$3,705.49	\$19,173.04	\$22,878.53
(c) Net Fee	11.50%	\$701.06	\$3,627.41	\$4,328.47
TOTAL LIMITING FEE		\$6,797.19	\$35,170.15	\$41,967.34
(d) Direct Costs		\$7,300.00	\$1,003.20	\$8,303.20
MAX PAYMENT AMOUNT		\$14,097.19	\$36,173.35	\$50,270.54
MAXIMUM OBLIGATION				\$50,270.54

Direct Expenses

Design Expenses

Printing \$400.00
Lodging \$400.00
Geotechnical \$4,900.00
Filing Fees \$1,450.00
Mail \$150.00



8 NOI packages * \$50/package
2 nights during weekend shutdown
Geotechnical services to evaluate subgrade
NOI Filing Fee (Category 4f)
10 notifications * \$6.46/notification + other mailing

\$7,300.00

Construction Expenses

Travel \$1,003.20 8 Trips @ 220 mi \$ 0.57 per mile



GEODesign, Inc.
54 Main Street
PO Box 699
Windsor, VT 05089
(802) 674-2033

August 21, 2020
File No. 0837-092.01

Andrew Burkholder, PE
Vanasse Hangen Brustlin, Inc. (VHB)
101 Walnut Street
PO Box 9151
Watertown, MA 02472-4026

Via email: aburkholder@vhb.com

Re: Proposal for Geotechnical Construction Phase Services
Culvert Replacement - Nilman Road over Clark Brook
Buckland, MA

Dear Andrew:

GEODesign is pleased to submit this proposal for geotechnical engineering services for the construction phase of the above captioned project.

VHB is requesting GEODesign to be on site during footing subgrade preparation to confirm that bearing materials and subgrade preparation methods are consistent with our design recommendations and interpretations. We understand that the subgrade preparation work will likely occur over a long weekend and that VHB anticipates GEODesign will need to be onsite for two full days.

SCOPE OF SERVICES

We propose the following scope of services:

- 1. Coordination and Project Management** – We will review final contract plans and specifications and background information to prepare for field inspections and brief field staff. We will coordinate the construction observation with VHB and provide project management.
- 2. Contractor Submittal and RFI Review** – We assume some limited contractor submittal and RFI review will be required.
- 3. Construction Observation Services** – Our construction observation services will consist of observing foundation subgrade preparation and documenting our observations via a field report.

- 4. Additional Construction Phase Consultation** – We will provide additional consultation regarding design changes and to address unforeseen conditions encountered during construction.

BUDGET ESTIMATE

We will perform the scope of services summarized above on an accrued time and expense basis in accordance with our attached fee schedule. We will not exceed our total estimated budget without your prior authorization. We estimate a budget of **\$4,900** broken down by task as follows:

- | | |
|--|----------------|
| 1. <i>Coordination and Project Management</i> | \$ 600 |
| 2. <i>Contractor Submittal and RFI Review Allowance</i> | \$ 600 |
| 3. <i>Construction Monitoring Services</i>
<i>(two 8-hour days including travel and field report preparation)</i> | \$2,700 |
| 4. <i>Additional Construction Phase Consultation</i> | \$1,000 |

* Our construction services fees are estimated based the required effort anticipated by VHB. The actual effort and fees required will depend on the actual duration of observed activities.

SCHEDULE

We are prepared to provide these services upon request. We request approximately two weeks of notice prior to our site visit.

TERMS AND CONDITIONS

Our work will be subject to a sub-consultant agreement agreed to by GEODesign and VHB.

We appreciate the opportunity to provide this proposal. If you have any questions, please call.

Sincerely,

GEODesign, Inc.



Daniel Howey, P.E.
Senior Project Engineer



Theodore von Rosenvinge, P.E., D.GE
Senior Principal

Attachments: Fee Schedule



GEODesign, Inc.
54 Main St.
PO Box 699
Windsor, VT 05089
(802) 674-2033

Standard Fee Schedule (per hour)

Senior Principal	\$230
Principal	\$205
Senior Associate	\$150
Associate	\$135
Senior Project Engineer/Scientist	\$120
Project Engineer/Scientist	\$105
Engineer/Scientist 2	\$90
Engineer/Scientist 1	\$80
CADD	\$80
Word Processing/Administrative	\$60

Reimbursable Expenses:

Non-salary direct expenses (job-chargeable) will be billed at our cost plus fifteen percent unless otherwise stated as included in lump sum or unit prices. Examples of these expenses include automobile expense at current IRS mileage rate, subcontractors (e.g., drilling), per diem, shipping charges, reproduction costs, and express mail costs.

Legal Proceedings: Expert Witness/Forensic Analysis, Preparation, Deposition and Testimony will be billed at staff rate x 1.25.

Rates are subject to annual adjustment (in January 2021).

January 2020



STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**