

December 4, 2020

Heather Butler
Buckland Town Administrator
17 State Street
Shelburne Falls, MA 01370

RE: **Charlemont Road Infrastructure Improvements – MassWorks 2020**

Ms. Butler:

Weston & Sampson is excited about the opportunity to assist the town of Buckland with the design and bidding of the Charlemont Road Infrastructure Improvements project. The project is being funded thru the MassWorks Infrastructure Program. We have designed several projects within the past few years under this program and understand its specific requirements.

PROJECT APPROACH

Weston & Sampson is committed to meeting this project's objectives and successfully completing the project with minimal impact from unforeseen circumstances. Because we have completed a multitude of similar projects, we understand it must be completed on schedule to achieve the construction timetable dictated by the MassWorks Program. We recognize from our past experience that we must work efficiently and effectively with the Town to quickly resolve issues to maintain the project schedule.

The scope of work for the project includes road reconstruction for the length of Charlemont Road, approximately 3,200 linear feet from the limits of the recent Upper Street improvements north to the Avery Road intersection. Also included is the design and installation of a temporary retaining system at the failing Maynard Brook culvert on Charlemont Road. At this time, we do not anticipate any work outside of the Town's right-of-way.

Below, we describe the services envisioned for each of the project's components. The project approach presented below also includes a brief summary of each task.

Task 1: Base Mapping

As the first step in preparing the base mapping, we will utilize available online Assessor's mapping and any relevant mapping available on the Registry of Deeds website. These will be combined with any readily visible monumentation located in the field during our topographic survey.

Base mapping will be developed from information gathered by our own survey crew, and the mapping will include notable physical features and known subsurface utilities, including pipe sizes and invert information. Our survey crew has extensive experience working on projects like this and is keenly aware of the significance of locating any important features within the project area. Gathering these critical pieces of information help create an effective design and minimize complications during the construction phase. The base mapping will be based on NAVD88 and NAD83 horizontal and vertical datums and will include establishing local benchmarks for use during construction layouts.

Task 2: Geotechnical Explorations

Our Geotechnical staff will review existing geological maps for indicators of subsurface conditions at the site and visit the site to observe existing features visible at the ground surface, assess site access for subsurface explorations and mark potential explorations locations. Over the course of two days, we will explore subsurface conditions by advancing up to ten (10) borings in the proposed roadway reconstruction area each to a depth of

up to 5 feet and up to two (2) borings at the culvert area to depths up to 30 feet. If refusal is encountered at a depth shallower than 30-feet at one of the culvert borings, a rock core of up to approximately 10 feet will be completed. We have assumed the explorations will be completed in two days. Adjustment to the number and/or depth of borings could be required to limit the drilling to two (2) days depending on the actual conditions encountered.

We will observe the borings in the field, maintain logs of encountered pavement, soil, bedrock, and groundwater conditions and prepare boring logs. We will arrange for geotechnical laboratory testing of select soil samples collected from the explorations including up to five (5) grain size analyses. The results of the laboratory tests will be used to confirm visual field classifications

Finally, we will perform a geotechnical design analysis and prepare a geotechnical letter report that will provide the following items: descriptions of the site conditions and subsurface exploration program; site plan showing approximate boring locations; boring logs; discussion of the subsurface conditions encountered at the borings including pavement thickness, depth of fill, organic deposits, refusal, and groundwater if encountered; a summary of feasible temporary roadway embankment support alternatives at the existing culvert and our recommendations for the most appropriate embankment support alternative; and recommendations for full depth roadway reconstruction and/or rehabilitation alternatives including pavement and base/subbase thicknesses, compaction criteria, and the need for subsurface drainage.

Task 3: Preliminary Design and Opinion of Costs

Based on our design team's extensive design experience with infrastructure improvements, we understand the value of cost-effective designs, contractor and construction issues/concerns, and reasonable/reliable construction contingency budgeting.

We will coordinate with the town to clarify details and limits of work. We will provide design plans to the town staff for review and comment at important milestones of the design process. It has been our experience that highway department involvement early in the design process is the most effective way to prepare a successful design that meets the needs and expectations of the town.

The first step in the preliminary design process is to meet with the town departments to review the goals of the project. During this meeting, we will discuss the following:

- Lines of communication and important contact information
- Project schedule, including dates for the public meetings and Conservation Commission meetings, if required
- Funding for the project (MassWorks, Chapter 90, and other sources utilized)
- Permitting including discussions on filing of the Request for Determination of Applicability
- Site access and working with the residents of the neighborhood
- Materials of construction for the drainage system
- Materials of construction for the temporary retaining system
- Traffic patterns during the construction

Using information collected in Tasks 1 and 2, our team will prepare preliminary designs of the roadway and improvements to the existing storm drainage system for Charlemont Road and a preliminary design of the selected temporary retaining system for the culvert area. At this time it is anticipated that the temporary retaining system will consist of either sheet piling or soldier pile and lagging.

We will submit the preliminary designs and associated preliminary opinions of probable construction costs to the Town and will attend one meeting either virtually or on-site to review.

Resource area delineation is the last component of this phase. Riverfront area and any associated bordering vegetative wetlands will be field delineated by a soil scientist and located by our survey crew.

Task 4: Public Participation

As we have done in the past for other similar projects, we will attend up to two on-site meetings either virtually or on-site with local residents and town officials and/or public hearings in front of the Select Board, town officials and residents. These meetings are useful to explain the intent of the work, how it may temporarily impact residents during the construction process, and what the ultimate goals of the project are. We will bring hand-outs of the current design plans for distribution at all meetings and work with the town to explain the proposed improvements.

Task 5: Final Design, Specifications, Bid Documents and Revised Opinion of Costs

Following the completion of preliminary engineering and the receipt of comments from the Town, Weston & Sampson will immediately begin preparation of the bidding documents. We will prepare the specifications paying particular attention to the Highway Department standards and requirements and meet MassDOT requirements for the temporary retaining system. With this effort, all parties will provide input in the design, thereby mitigating the risk of construction changes.

Utilizing the resource area delineation from Task 3, we will prepare and submit a Request for Determination of Applicability and attend up to one meeting either in person or virtually with the Conservation Commission.

We routinely prepare contract documents for municipalities and for grant projects and take pride in preparing clear and concise plans that can be easily understood. This type of care results in better bidding prices for the work and fewer change orders during construction. We have completed numerous infrastructure projects in the past few years, including several with the town of Buckland, and are familiar with the certifications, forms, and formats of the required bid documents. We will rely on our experience to expedite the project and minimize changes to the documents.

Using the updated final plans and specifications, we will prepare a final construction cost opinion. As with the preliminary costs, the ability to estimate the costs of a project is critical to its success. Weston & Sampson has internal procedures we implement in each project to control costs and avoid construction change orders. Design drawings, specifications, and opinions of cost are reviewed internally as part of our technical review process. This internal procedure is utilized for each of Weston & Sampson's contract documents. Bids from previous similar projects are compiled and used to develop accurate opinions of cost, helping to ensure competitive bids that typically fall well within the project budget.

Task 6: Bidding Assistance

The bidding services portion of this project will be crucial to maintaining the project's schedule. We will prepare the Advertisement for Bid and Central Register submission and provide one hard copy original as well as the bid plans and specifications in an electronic PDF format that will be accessible to all plan holders. We will attend the pre-bid meeting, answer prospective bidder's questions, and issue addenda, as needed. After attending the bid opening, we will review all bids received by the town for general compliance, generate a bid tabulation, and make a bid award recommendation. We will confirm contractor references with specific inquiries regarding the contractor's history related to change orders and overall project execution.

Task 7 – Construction Administration

Following award of the contract, we will arrange a pre-construction conference with the town and the contractor to establish the procedures that will be followed during construction. We will review shop drawings to ensure that they are compliant with the contract documents. Progress will be monitored through regular on-site meetings with our project manager and inspections to ensure proper construction sequencing of the work and to ensure that all work complies with the requirements of federal and state labor programs. Our structural engineer will also monitor the installation of the temporary retaining system thru on-site meetings. We will maintain close contact with town officials throughout the project through phone calls, periodic progress reports and the on-site meetings. We will also prepare change orders, pay application approvals and close-out documents.

Lastly, we will assist the Town in preparation of the quarterly reports to be submitted to MassWorks.

ABILITY TO SERVE

Understanding of the MassWorks Program and Construction Laws

Our project team, including Client Manager Bill Storti, has completed the design and construction administration of several MassWorks projects and more than 75 CDBG Projects. This experience, combined with our experience in horizontal construction and related Massachusetts bidding laws, results in well-constructed bidding and construction documents. During the past five years, Bill's team has designed, bid, and administered construction for projects totaling more than more than \$15 million in infrastructure-related upgrades to municipal water, sewer, drainage, sidewalks, and roadway reconstruction.

Management of the Project

Bill Storti will be responsible for maintaining the project schedule and budget for this work. He will establish clear lines of responsibility and communication with the town, as well as among our staff members and will monitor individual task budgets and team member assignments. Bill will also supervise project meetings and be available daily to address project issues.

Opinions of Cost / Cost Containment

Weston & Sampson maintains a database of information regarding projects we have designed and their related construction costs. This database provides a reliable basis for developing opinions of costs required to complete a project. Weston & Sampson will utilize this database in developing the costs for your project to ensure the opinions of cost we provide are accurate and will be representative of the bids to be received. Weston & Sampson's experience related to project costs, bid prices, and the final cost of construction is outlined below. Weston & Sampson provides accurate opinions of cost that ensure projects are constructed within the available funding. ***This type of consistency is critical to the success of a grant project. The project design must be prepared with sensitivity to costs.***

It should be noted that Weston & Sampson does not attempt to project the low bid for a project; instead we try to approximate the median of the cost range to be expected. We utilize our database of existing bids and provide an opinion that represents a reasonable cost for the project. Our intention by doing this is to ensure adequate funding is available for the entire project. An aggressive cost projection can result in bids higher than the estimate resulting in insufficient funds for a project. This is problematic for a town with limited additional funding sources.

In addition, we take pride in on our ability to provide accurate bidding/construction documents, which allow our clients to obtain the most competitive construction bids and minimize change orders.

Cost Containment

The ability of an engineering consultant to control costs throughout a project is critical to its success. Weston & Sampson has internal procedures we implement for each of our design and construction projects to control costs and avoid construction change orders. These procedures are as follows:

1. Design drawings, specifications, contract documents, and opinion of costs are reviewed internally as part of our technical review process. ***Hillary Lacirignola, PE***, will review this information to ensure the documents are suitable for bidding and that the cost opinions are complete. This internal procedure is utilized for each of Weston & Sampson's design documents.
2. The bids received from contractors are compared to bids from other projects being completed by Weston & Sampson. Potential problems with bids are discussed and resolved with the town and the contractor prior to recommending award of the contract.

FEE

Task	Lump Sum Fee
1. Base Mapping	\$13,000
2. Geotechnical Explorations	\$18,000
3. Preliminary Design and Opinion of Costs	\$24,500
4. Public Participation	\$2,000
5. Final Design, Specifications, Bid Documents and Revised Opinion of Costs	\$22,500
6. Bidding Assistance	\$5,000
7. Construction Administration	\$10,000
Total	\$95,000

We understand the challenges Buckland faces in maintaining the project budget so we will work closely with the town to ensure you are satisfied with our services and the outcome of the project. Our project team prides itself on meeting the needs of our clients, and we will go above and beyond to ensure you are receiving the quality service you desire.

We will be happy to meet with you to discuss our approach to your project and how we can best address your needs. Please feel free to contact us at (860) 513-1473, and speak to me (ext. 3010) or Bill Storti (ext. 3003), if you have any questions. You may also contact us via email at WSE.CTO@wseinc.com.

If you are in agreement with the Scope of Work and Fee and the General terms and Conditions (attached) please sign below and sign the General Terms and Conditions and return to Bill Storti or me.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.


 Christopher B. Wester, PE
 Vice President / Regional Manager

Approved by:

TOWN OF BUCKLAND
 OWNER Name

Dean G. W. Hume 12.9.2020
 Signature Date

DENA G WILLMORE, CHAIR
 Printed Name and Title

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated December 4, 2020 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON'S officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty,

indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
 - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both

general and special considerations relating to the Project.

- c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
- d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
- e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
- f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
- h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
- i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
- j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.

8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.
9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.
11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.
17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
18. The parties to this contract recognize their obligations under the Massachusetts Data Security Law and Regulations, G. L. c. 93H and 93I and 201 CMR 17.00, to safeguard "personal information" as defined below. Both parties hereby represent that they have adopted the required Written Information Security Program, have taken the other steps required to safeguard personal information and are in full compliance with the law. The parties agree that in furtherance of their legal obligations, they will not transmit, communicate or otherwise provide to each other any personal information, unless it is necessary to comply with their obligations under this Agreement. The parties also agree that when it is not necessary for them to transmit, communicate or otherwise provide to each other any personal information as part of their obligations hereunder, they will take active steps to prevent such transmission, communication, or transfer. For purposes of this Agreement, "personal information" means a Massachusetts residents first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a)

Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account.

19. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

Approved by:

OWNER Name

Signature Date

Printed Name and Title