

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF Montague, MASSACHUSETTS
AND
Fuss & O'Neill**

THIS AGREEMENT made this 29th day of September, 2025 between Fuss & O'Neill, with a usual place of business at 1550 Main Street Suite 400, Springfield, MA 01103, hereinafter called the "CONTRACTOR," and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls MA 01376, hereinafter called the "TOWN".

The CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The CONTRACTOR shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the CONTRACTOR for services rendered in the performance of this Agreement a lump sum of \$446,500, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit A. The amount to be paid to the CONTRACTOR shall not exceed \$446,500, without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on September 30, 2025 and shall expire on June 30, 2026, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work in accordance with the schedule in Exhibit A. CONTRACTOR shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

4. Performance of the Work

The CONTRACTOR, and those for whom it is legally liable, will perform its services in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions.

A. Responsibility for the Work:

- (1) The CONTRACTOR shall be responsible to the TOWN for the professional and technical accuracy and acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the CONTRACTOR in a manner consistent with the standard of care referenced above.
- (2) The CONTRACTOR shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the CONTRACTOR from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The CONTRACTOR and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The CONTRACTOR shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of any and all drawings, plans, specifications, reports and other documents prepared by the CONTRACTOR shall become the property of the TOWN upon payment in full therefore to the CONTRACTOR. Ownership of stamped drawings and specifications shall not include the CONTRACTOR's certification or stamp. Any re-use of such documents without the CONTRACTOR's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the CONTRACTOR or to the CONTRACTOR's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with

the Project is not to be construed as an act in derogation of the CONTRACTOR's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the CONTRACTOR available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the CONTRACTOR and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the CONTRACTOR must satisfy himself as to the correctness of such information. If, in the opinion of the CONTRACTOR, such information is inadequate, the CONTRACTOR may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the CONTRACTOR commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and CONTRACTOR.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly according to the progress of the work and fees outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the CONTRACTOR shall mutually agree to an adjustment in the Contract Price and Schedule.
- C. If the TOWN authorizes the CONTRACTOR to perform additional services, the CONTRACTOR shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the CONTRACTOR shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the CONTRACTOR shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the CONTRACTOR of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the CONTRACTOR shall constitute a waiver of all claims by the CONTRACTOR arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

The CONTRACTOR shall indemnify and hold harmless the TOWN from and against any and all damages, including reasonable attorney's fees, arising out of the performance of this Agreement and to the extent caused, in whole or in part, by the negligent acts, negligent errors or omissions of the CONTRACTOR or its employees, agents, subcontractors or representatives.

11. Insurance

- A. The CONTRACTOR shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable.
- C. The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The CONTRACTOR shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The CONTRACTOR shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.

- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the CONTRACTOR, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the CONTRACTOR. In the event that the Agreement is terminated pursuant to this subparagraph, the CONTRACTOR shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The CONTRACTOR shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**SIGN
HERE**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

TOWN OF MONTAGUE:

FUSS & O'NEILL

By: 

By: 

Print Name: Matthew Lord

Print Name: Shawn M. Martin

Title: Selectboard Chair

Title: Sr. Vice President | Regional Manager

519856/KOPE/0003

September 25, 2025

Chris Nolan-Zeller
Assistant Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376
(413) 863-3200 x109

RE: Proposal for Professional Engineering Services
FY26 MVP Action Grant – Town of Montague Hill Neighborhood Green Infrastructure Master Planning
Fuss & O'Neill Reference No. 20241314.A10

Dear Mr. Nolan-Zeller:

Fuss & O'Neill, Inc. has prepared this proposal for data collection, conceptual design, and community engagement services to assist with the City's FY26 Municipal Vulnerability Preparedness Program Action Grant.

Project Understanding

Based on a grant proposal prepared jointly by the Town of Montague and Fuss & O'Neill, the Town of Montague has been awarded an FY26 EEA Municipal Vulnerability Preparedness Program Action Grant to develop a Green Infrastructure Master Plan for the Hill Neighborhood of Turners Falls and assess slope conditions and evaluate potential nature-based design solutions for slope stabilization at 4 known areas of concern along the steep slopes at the edge of the Hill.

Scope of Services

Task 1. Project Kickoff, Management and Reporting

Sub-Task 1.1 Kickoff Meeting with City, EEA, and Consultant

Fuss & O'Neill will participate in a project kickoff meeting with City Staff and the MVP Regional Coordinator to launch the project and review timelines and deliverables. We will prepare and circulate a meeting agenda as well as notes of relevant discussion items following the meeting.

Deliverables: Meeting Notes, Sign-in Sheet.

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Sub-Task 1.2 Monthly Progress Reports

It is assumed that monthly progress reports required for grant compliance will be completed by the Town using the template provided by EEA. Fuss & O'Neill will provide timely updates regarding completion status of tasks for the City's use in these reports.

Deliverables: N/A

Sub-Task 1.3 Project Case Study

Fuss & O'Neill will prepare a draft case study and Powerpoint slide using the template provided by EEA. The draft will be finalized based on one round of review comments.

Deliverables: Final case study report, Powerpoint slide, project photos.

Task 2. Community Engagement

Sub-Task 2.1 Demonstration Rain Garden—Sheffield Elementary

Fuss & O'Neill will work with students and leadership at the Sheffield Elementary School in partnership with Town staff to guide students through design and construction of a demonstration rain garden on school property. We have assume 20 staff hours working with students on design, as well as 20 staff hours for the actual implementation effort. Fuss & O'Neill will not provide any supplies (tools, plants) for this effort, but will support the Town in coordinating purchase of tools and plants using separate grant funds that have been allocated to this purpose. If any heavy equipment is required for implementation, the Town will supply equipment and operator.

Deliverables: Grant deliverables to include photos of constructed rain garden and design/build process and photos of informational signage/artwork created by students to be compiled and provided to MVP by the Town.

Sub-Task 2.2 Mailed "Invitations" to Neighborhood Residents

In advance of focus group sessions (Sub-Task 2.3), Fuss & O'Neill will support efforts to distribute a mailing to all neighborhood households by preparing a postcard or flyer designed to invite residents to participate in the focus groups and later community design workshop. The Town will be responsible for all mailing and printing costs and actual production and mailing of the invitations.

Deliverables: Electronic flyer/postcard for neighborhood distribution.

Sub-Task 2.3 Targeted Community Focus Groups

Fuss & O'Neill will hold two focus groups with key neighborhood groups (anticipated to include: neighbors, Sheffield Elementary School Community, and Thomas Memorial Golf Course staff and ownership). Focus groups are an early-opportunity to hear from residents to engage people, understand various perspectives, generate

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initial ideas to be explored in more depth during the design workshop, and build momentum/gather more voices. The exact format and audience for various focus groups will be determined in partnership with Town staff and/or community liaisons identified by the Town.

The Town will be responsible for coordinating rental of facility space at the Great Falls Discovery Center, meals, and gift cards for participants of the neighborhood focus groups using separate grant funds allocated for this purpose.

Deliverables: Sign-in sheets; event photos; electronic copies of any materials used or written information gathered from participants.

Sub-Task 2.4 Community Design Workshop

After collecting initial insights from the focus groups and gathering technical data (soil borings, drainage mapping, hydrology data), Fuss & O'Neill will partner with the Town to host a visioning event over the course of two days to engage the community and public, day one will include a walk-and-talk and project visioning session, day two will include a presentation of concepts and opportunities to gather feedback from the community on the potential concepts. The visioning workshop will be led by Andy Bohne, a registered landscape architect and sessions will be designed to engage the project partners as well as the larger community and public (business owners and staff including the golf course, neighborhood residents, the Town, elementary school families and staff, etc.). These meetings are proposed to be:

Workshop Meeting 1: Workshop Kickoff meeting reviewing the project goals and a walk-and-talk session in the Hill Neighborhood

Workshop Meeting 2: Concept presentation and open house, giving the community the opportunity to talk to the designers and the provide feedback and input into the design direction.

The workshop will build off of perspectives and ideas shared during the focus groups (Task 2.3), as well as provide opportunities to gather information and ideas from new voices joining the conversation for the first time. The two-day format is also intended to keep the conversation moving and incorporate feedback into the design direction. Meeting 2, residents will be able to see initial graphic representations that respond to the ideas generated by the group during the focus groups and walk-and-talk sessions and provide feedback to answer the key questions: "did the design team capture what you, as the neighborhood, were looking for? Does the design respond to your needs?" "What else would you like to see?". The information gathered and feedback received from the workshop will serve as the jumping off point for next steps and detailed design moving into a subsequent project phase.

This task specifically captures the community engagement half of the overall workshop process and results. The ultimate design deliverables that will emerge out of the workshop are captured in Task 7, below.

Deliverables: Sign-in sheets; event photos; electronic copies of any materials used or written information gathered from participants

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Task 3. Drainage System Mapping

DPW does not currently have detailed mapping of stormwater infrastructure within the Hill Neighborhood. To inform the Green Infrastructure Master Plan, we will conduct field survey investigations to collect stormwater structure dimensions and critical elevations as follows:

- Locations of manholes, catch basins, and outfalls
- Pipe invert elevations
- Catch basin rim elevations
- Pipe sizes and material

MA licensed surveyor will conduct a survey of key structures in the project area. All surveyed elevation data will be prepared in Massachusetts State Plan Coordinate System using horizontal datum NAD83 and vertical datum NAVD88. The survey will confirm stormwater structure dimensions and critical elevations as noted above. Subsurface utilities will be located based on visual surface observations (e.g., manhole covers, caps, etc.) and available utility mapping. Underground exploration, ground penetrating radar (GPR) survey, and other utility location methods are not part of this work. A maximum of 5 survey field days is assumed in the budget.

We will generate GIS layers for incorporation into the Town's mapping in which we will indicate presumed directionality and connectivity of the pipe network based on observed pipes entering and exiting manholes and their elevations. No camera work will be performed by our staff, however, we welcome additional information provided by the Town to refine connectivity information.

Deliverables: GIS layers including surveyed locations/inverts of stormwater structures and presumed pipe connectivity.

Task 4. Hydrologic Modeling

To accurately size green infrastructure practices and drainage system improvements, a hydrologic model of the neighborhood watershed area will be developed. The neighborhood will be divided into sub-watersheds to understand how much water is being conveyed through different areas during a variety of storm events. The surface flows and mapping of the underground drainage collection systems collected in Task 3 will be used to inform the modeling. We will apply the Resilient Massachusetts Action Team (RMAT) guidelines to determine the late-century precipitation values based on future climate predictions. We anticipate the project will be a Tier 2 approach with a 50-year or longer lifespan (2070 or 2100 planning horizon). Peak runoff rates and volume of the neighborhood stormwater will be calculated and used to inform both the green infrastructure design and slope stabilization techniques. Our goal will be to match up green infrastructure capacity with stormwater volumes to provide treatment and infiltration for at least the first inch of rain within the neighborhood. A hydrologic memorandum will be prepared to summarize the methodology and findings.

Deliverables: Draft and final Hydrologic Analysis Memorandum (PDF Format).

Task 5. Neighborhood Green Infrastructure Assessment

A field assessment will be conducted over the course of 5 days to identify potential Green Infrastructure (GI) opportunities prior to the design workshop. Opportunities may include but not be limited to: infiltration practices (including bioretention, underground infiltration systems, vegetated swales, porous pavement/pavers, and tree box filters), road diets (i.e. elimination of pavement on some of the neighborhoods excessively wide streets), increased tree canopy, and opportunities to integrate green infrastructure with other community needs (future school renovation project for the elementary school located in the center of the neighborhood, traffic calming, school drop off zone, etc.).

Because most of the neighborhood is developed residential, assessments will primarily be focused within the public right-of-way and at the Sheffield Elementary School property.

An initial desktop screening-level review will be performed to understand drainage patterns and existing development patterns, road widths, etc. Particular attention will be paid to areas that drain towards known problem erosion areas.

Information to be confirmed during the field inventories includes adjacent land use and development characteristics, areas of impervious surfaces, drainage patterns and approximate drainage areas, the presence of utilities, areas of potential stormwater retrofits, and site constraints that could limit the feasibility of infiltration. Visual observations and markup of aerial imagery will be recorded digitally using a field tablet with internal GPS capability.

Field assessment and observational data will be reviewed alongside drainage mapping and hydrologic analysis (Tasks 3 and 4) and geotechnical data (Task 6) to develop a list of initial ideas and recommendations for further consideration with community input during the design workshop.

Deliverables: Digital field markup and field notes, table of potential green infrastructure recommendations

Task 6. Geotechnical Borings

Surficial geology mapping indicates that most of the Hill Neighborhood sits on deep sand dune and coarse glacial outwash deposits, with fine glacial deposits at the edges of slope, and sporadic bedrock outcroppings. Sand and outwash deposits are generally very-well drained soils, and should provide excellent infiltration capacity for green infrastructure. However, the steep slopes themselves are likely suffering erosion because of their finer grained soil composition, and infiltrating too close to these soils or steep slopes could exacerbate slope erosion and slope failures. Geotechnical borings will be conducted throughout the neighborhood to both confirm the effectiveness of soils for infiltration, and to identify any restrictive layers or other features below the surface that might cause infiltrate to be conveyed laterally, leading to breakout at some level along the slope.

We anticipate conducting up to 10 days of drilling, which we anticipate will result in up to 20 soil borings. The depth of each boring will be determined by sub-surface conditions; each boring will be drilled to the depth of the water table (which is anticipated to be approximately 50 feet below the surface) or to the surface elevation of the

Mr. Chris Nolan-Zeller
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Connecticut River (approximately 80-100 feet below the surface), whichever is encountered first. One boring will be conducted at each of the 4 site-specific locations that are known problem areas (see Task 8). The remaining borings will be conducted roughly in a grid to produce data coverage throughout the Hill neighborhood, covering both areas mapped as sand dune deposits and coarse glacial outwash.

A geotechnical engineer will analyze the data and develop a technical memorandum summarizing observed conditions and recommendations relative to infiltration. The report will provide soil boring logs and a description of subsurface conditions and existing structures (if observed).

Deliverables: Draft and final technical memorandum, boring logs.

Task 7. Green Infrastructure Master Plan and Conceptual Design Graphics

Based on the community-driven design process carried out during the two-day design workshop (Task 2.4), we will develop a Green Infrastructure Master Plan that outlines a neighborhood-scale vision for nature-based stormwater management to prevent future erosion impacts (and lessen contributions from the Hill Neighborhood to downgradient flooding problems) by addressing dangerous stormwater runoff before it is funneled into the Town's underground drainage network and out onto the steep, sandy/silty slopes that surround the neighborhood and are increasingly subject to erosion from high volume discharges. The proactive master planning effort will develop an overall, integrated conceptual plan for green infrastructure improvements that considers: road diets (i.e. elimination of pavement on some of the neighborhoods excessively wide streets), tree canopy, a concept for integrating green infrastructure into a future school renovation project for the elementary school located in the center of the neighborhood, traffic calming, school drop off zone, and other community needs. The master plan will evaluate how stormwater will need to be managed under future climate conditions in different storm events, and be informed by field data collection to determine feasibility and infiltration potential at different locations (including geotechnical borings throughout neighborhood, mapping of existing drainage infrastructure, hydrologic modeling of sub-watersheds and associated runoff volumes and flow rates, and field assessment of available space/utility conflicts, etc.).

The plan will consist of the following elements:

- Graphic conceptual plan developed during the design workshop with community input and incorporating project partners' and community's input and feedback.
- Hand graphics: illustrative master plan (these may include illustrations, cross sections)
- A summary of the workshop process that incorporates findings from community input and outlines the proposed vision for implementation
- Narrative descriptions of proposed green infrastructure installations and locations to contextualize and explain graphic elements

These deliverables are intended to effectively convey the master plan vision to the community and also serve as concrete resources for the project partners to use in further outreach and in soliciting project implementation funding.

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Deliverables:

- Hand-rendered and digitally enhanced illustrative master plan and cross sections.
- Green Infrastructure Master Plan encompassing graphics, narrative descriptions, and summary of workshop process.

Task 8. Site Specific Investigations

Simultaneously with development of the Green Infrastructure Master Plan, the project will advance solutions for areas of concern, developing conceptual design solutions for known slope failure/erosion areas through targeted studies at four (4) locations identified by DPW as the highest priority. These investigations will include geotechnical borings, wetland resource delineations to inform future permitting, field measurements and hand sketches to augment LiDAR (we are not recommending detailed topographic survey at this stage because the sites are changing so rapidly), and development of conceptual plans and profiles of recommended solutions that emphasize nature-based approaches for slope stabilization.

Geotechnical Information

Geotechnical boring information collected as part of Task 6 will be integrated into the conceptual design and memo for each site.

Wetland Delineation

Wetland resources will be delineated within the project area by a wetland scientist in accordance with the Massachusetts Wetlands Protection Act. Federal jurisdictional waters, including wetlands, will be delineated in accordance with the prescribed methodology of the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region. On-site investigation will include assessment of the extent of resource areas within the project area, soil profile descriptions and classifications, vegetation identification, and formal delineation of the resource area boundaries. Locations of wetland flags will be collected using a submeter GPS unit.

Soil characteristics, including subsurface soil types, depth to groundwater, and depth to ledge (if applicable) will be recorded.

Field Measurements

Field measurements will be collected to assess the extent, characteristics, and stability of an eroded slope through comprehensive field measurements to inform conceptual remediation design and ensure long-term slope stability. Document the current condition of the slope, including the approximate extent of erosion, and any contributing factors (e.g., runoff, vegetation loss, or human activity). This task will include field measurements including:

- Erosion Features:
 - Observe and record water flow patterns, drainage features, and signs of surface runoff.
 - Identify and document erosion features such as gullies, rills, and exposed roots.
 - Measure the depth, width, and length of significant features.
- Vegetation Survey:

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- Map vegetation cover, type, and density.
- Identify areas with a lack of vegetation contributing to instability.

Concept Plan and Profile

One Concept plan and profile will be developed to restore and stabilize existing eroded slopes for each of the four focus areas to mitigate environmental impact, improve soil stability, and prevent further degradation. The focus will be on assessing current conditions, proposing restoration solutions, and ensuring sustainable outcomes using nature-based solutions with these objectives:

- Develop practical and sustainable restoration strategies.
- Create concept plans and profiles that depict the proposed restoration and stabilization.
- Create detailed restoration cross-sectional profiles of affected slopes.
- Provide design materials, and techniques to be used in the restoration process.
- Incorporate nature-based drainage systems and restoration planting plans.

Technical Memorandum

A technical memorandum will be developed that summarizes methods and findings at each of the four locations, including geotechnical borings/soils data, a sketch map of delineated wetland resources and discussion of likely permitting requirements, summary of field measurements and observations, and description of the recommended conceptual solution for each site.

Deliverables:

- Draft and final technical memorandum
- GPS data for wetland flag locations
- Concept plan and profile for each site

Schedule

We are prepared to begin work on this project within 2 weeks of written authorization to proceed. Understanding that all work is to be completed by June 30, 2026, we have developed a target schedule for completion of the project tasks as outlined below. This schedule assumes receipt of written authorization to proceed by October 1, 2025.

Task	Target Completion Date
Task 1. Project Kickoff, Management and Reporting	October 6, 2026
Task 2. Community Engagement	April 2026
Task 3. Drainage System Mapping	December 2025
Task 4. Hydrologic Modeling	March 2026
Task 5. Neighborhood Green Infrastructure Assessment	December 2025
Task 6. Geotechnical Borings	March 2026
Task 7. Green Infrastructure Master Plan and Conceptual Design Graphics	Late April/Early May 2026
Task 8. Site Specific Investigations	May 2026

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 September 25, 2025
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It is important to note that the following may extend the estimated durations listed above.

- Inclement weather (may delay proposed field work)
- Not receiving information from others (e.g., review feedback, etc.) in a timely manner

Fees

Fuss & O'Neill proposes to provide these professional services on a lump sum basis, as indicated in the following table. Our policy is to invoice monthly based on percentage of the project completed.

Task	Fee
Task 1. Project Kickoff, Management and Reporting	\$5,000.00
Task 2. Community Engagement	\$66,500.00
Task 3. Drainage System Mapping	\$48,000.00
Task 4. Hydrologic Modeling	\$60,000.00
Task 5. Neighborhood Green Infrastructure Assessment	\$62,000.00
Task 6. Geotechnical Borings	\$65,000.00
Task 7. Green Infrastructure Master Plan and Conceptual Design Graphics	\$60,000.00
Task 8. Site Specific Investigations	\$80,000.00
Total	\$446,500

Hourly and additional services outside the final scope of services will be provided according to the current Rate Schedule at the time of authorization. A current copy is attached. Rates are subject to bi-annual adjustments in July and January. Additionally, rate increases may be required due to market conditions. These adjustments ensure that our pricing remains competitive and reflective of current market conditions.

Invoices will be sent monthly and payment must be made in accordance with the General Terms and Conditions.

Fees are valid for 90 days and the project duration is assumed to be as shown above. If authorization or project schedule extends beyond these durations, Fuss & O'Neill reserves the right to renegotiate the fee.

Receipt of a signed copy of the Authorization to Proceed enclosed with this proposal, or a purchase order referencing this proposal, will serve to authorize the work outlined in the Scope of Services.

Mr. Chris Nolan-Zeller
September 25, 2025
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Should you have any questions about the materials provided herein or anything else, please reach out to me at (413) 687-1454.

Sincerely,

Andrew Bohne
Associate | Director Landscape Architecture

Daniel F. Delany, PE
Vice President | Office Manager

Attachment: Authorization to Proceed
 General Terms and Conditions
 Rate Schedule

Mr. Chris Nolan-Zeller
 September 25, 2025
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Task 8. Site Specific Investigations	\$80,000.00
Total	\$446,500

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Mr. Chris Nolan-Zeller
September 25, 2025
Page 10

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Sincerely,

Andrew Bohne
Associate | Director Landscape Architecture

Daniel F. Delany, PE
Vice President | Office Manager

Attachment: Authorization to Proceed
 General Terms and Conditions
 Rate Schedule

Authorization to Proceed

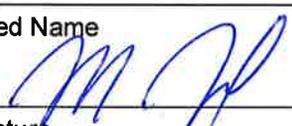
Andrew Bohne
 Fuss & O'Neill, Inc.
 1550 Main Street, Suite 400
 Springfield, MA 01103

RE: Proposal for Professional Engineering Services
 FY26 MVP Action Grant – Town of Montague Hill Neighborhood Green Infrastructure Master Planning
 Fuss & O'Neill Reference No. 20241314.A10

Fee: \$446,500.00

Dear Mr. Bohne:

I hereby authorize Fuss & O'Neill, Inc. to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated September 25, 2025. Fuss & O'Neill, Inc. will not work in advance of the executed authorization to proceed.

Matthew Lord,	9-29-2025
Printed Name	Date
	Selectboard Chair
Signature	Title



Town of Montague – please complete information below.

*Submit invoice as follows (✓ one →):	___ Mail	___ Email	___ Online
Billing Contact:	Name:	Christopher Nolan-Zeller	
	Address:	1 Avenue A, Turners Falls, MA 01376	
	Phone/Email:	413-863-3200 Ext. 109 ChrisN@montague-ma.gov	
Accounts Payable Contact:	Name:	Angelica Desrochs	
	Address:	1 Avenue A, Turners Falls, MA 01376	
	Phone/Email:	413-863-3200 Ext. 121 AngelicaD@montague-ma.gov	
Purchase Order Number:			

* Indicate address, email address and website link if different than already provided.

Authorization to Proceed

Andrew Bohne
 Fuss & O'Neill, Inc.
 1550 Main Street, Suite 400
 Springfield, MA 01103

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Printed Name	Date
Signature	Title

Town of Montague – *please complete information below.*

*Submit invoice as follows (✓ one →):	<input type="checkbox"/> Mail	<input type="checkbox"/> Email	<input type="checkbox"/> Online
Billing Contact:	Name:		
	Address:		
	Phone/Email:		
Accounts Payable Contact:	Name:		
	Address:		
	Phone/Email:		
Purchase Order Number:			

** Indicate address, email address and website link if different than already provided.*

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Town of Montague (Client) and Fuss & O'Neill, Inc. (Consultant) dated September 25, 2025 in respect of the Project described therein.

1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable, and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules, or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes, as well as its reasonable engineering judgment consistent with generally accepted scientific, industry, municipal, or governmental information concerning environmental, atmospheric, and geotechnical conditions and developments. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project, However, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including

but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify, and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse, modification, or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet, or transfer any rights (including, but without limitation, moneys that may become due or moneys that are due) under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law, or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation or litigation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts.

8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete, or supersede

any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies, or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant expressly disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe, or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made, and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency, pandemics, or epidemics. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at P.O. Box 24567, New York, NY 10087-4567 or by EFT/ACH transfer to JPMorgan Chase Bank NA, Account #581937086, ABA #102001017. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses, and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

16.0 CONTROLLING LAW

This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. In no event shall Consultant be liable to Client, or any other person or entity, for any delays and/or costs associated with any hidden, unforeseen, or differing site or subsurface conditions. Any liability for such costs or delays shall be allocated to and remain the sole responsibility of Client. Consultant 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 Consultant's attention in writing before exploration commences.

18.0 HAZARDOUS MATERIALS TESTING

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

19.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

20.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/ subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

21.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

22.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances, or any other cause beyond the reasonable control of Consultant.

23.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance, or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance, or omission in Consultant's services. Notice shall include a detailed description of the nature of the alleged negligent defect, fault, error, non-compliance, or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance, or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

24.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools, and methods (including software, patents, copyrights, and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.

26.0 CONSTITUENTS OF CONCERN (COC)

Consultant shall consider applicable regulations and standards applying to COC at that time in the locale where the Site is located, consistent with the standard of care. It is acknowledged by both parties that the consultant's scope of services does not include any services related to unregulated COC or emerging contaminants at the present or at any time in the future. Unregulated COC and emerging contaminants will only be considered at the written request of the client, upon which fee and schedule shall be equitably adjusted. Consultant shall not be liable for any regulation changes that may impact written work product, designs, or remediation solutions, regardless of the source of or reason for such changed conditions.

STANDARD BILLING RATES

Effective January 1, 2025

Engineering & Safety Professionals		Rate	Environmental		Rate
Engineer I		\$ 145	Environmental Engineer/Scientist I		\$ 140
Engineer II		\$ 155	Environmental Engineer/Scientist II		\$ 150
Engineer III		\$ 185	Environmental Engineer/Scientist III		\$ 175
Sr. Engineer I		\$ 200	Sr. Environmental Engineer/Scientist I		\$ 185
Sr. Engineer II		\$ 215	Sr. Environmental Engineer/Scientist II		\$ 210
Sr. Engineer III		\$ 230	Sr. Environmental Engineer/Scientist III		\$ 215
Engineering Principal		\$ 235	Environmental Principal		\$ 225
Landscape Architecture			MEP		
Designer/Planner I		\$ 130	MEP Engineer I		\$ 160
Designer/Planner II		\$ 140	MEP Engineer II		\$ 175
Designer/Planner III		\$ 165	MEP Engineer III		\$ 205
Sr. Designer/Planner I		\$ 180	Sr. MEP Engineer I		\$ 230
Sr. Designer/Planner II		\$ 190	Sr. MEP Engineer II		\$ 240
Sr. Designer/Planner III		\$ 205	Sr. MEP Engineer III		\$ 240
LA Designer/Planner Principal		\$ 215	MEP Principal		\$ 245
Transportation			Water Infrastructure & Wastewater		
Transportation Engineer I		\$ 155	Water Engineer I		\$ 155
Transportation Engineer II		\$ 170	Water Engineer II		\$ 165
Transportation Engineer III		\$ 205	Water Engineer III		\$ 195
Sr. Transportation Engineer I		\$ 230	Sr. Water Engineer I		\$ 205
Sr. Transportation Engineer II		\$ 240	Sr. Water Engineer II		\$ 230
Sr. Transportation Engineer III		\$ 245	Sr. Water Engineer III		\$ 235
Transportation Principal		\$ 255	Water Principal		\$ 240
Technical Support Professionals			Administrative & Support Professionals		
Technician I		\$ 120	Researcher, Clerical		\$ 100
Technician II		\$ 130	Project Accountant		\$ 120
Technician III		\$ 135	Subject Matter Expert		\$ 125
Surveyor Crew Chief		\$ 105	Vice President		\$ 250
Surveyor		\$ 160	Senior Vice President		\$ 280
Senior Surveyor		\$ 200			
Expert Witness					
Litigation Support - Research		\$ 265			
Litigation Support - Expert Testimony		\$ 365			

DIRECT CHARGE SCHEDULE

Subcontractors/Subconsultants	Cost plus 15%
F&O Staff Mileage	At Prevailing IRS Rate
F&O Field Vehicles	\$100/day plus \$0.35/mile
F&O Hybrid Vehicles	At Prevailing IRS Rate
Printing/Reprographics	
Black & White Copy/Print	\$0.065/page
Color Copy/Print	\$0.40/page
Electrostatic Copy/Print	\$0.25/Sq.Ft.
Inkjet Plotter Monochrome	\$0.25/Sq.Ft.
Color Plotting	\$1.00/Sq.Ft.
Inkjet Mylar	\$2.50/Sq.Ft.
Binding Materials	At Cost

2025 FIELD EQUIPMENT RATE SCHEDULE

Daily Rate

Air Sampling Pumps	\$ 15
All Terrain Vehicle	\$ 100
Bladder Pumps	\$ 25
Boat	\$ 50
Combustible Gas Indicator (CGI)	\$ 110
Concrete Coring Machine	\$ 250
Cone Penetrometer	\$ 25
Dissolved Oxygen/Temp/pH Meter (YSI-30)	\$ 15
Generators	\$ 50
Hammer Drill	\$ 50
Hand Auger	\$ 25
IAQ Meter	\$ 80
Interface Probe	\$ 25
Infiltrometer	\$ 25
Low Flow Controller	\$ 50
Metal Detector	\$ 25
Moisture Meter	\$ 80
Mold Air Pump	\$ 15
Multimeters (YSI-600)	\$ 85
Confined Space Meter (Multi-Gas Meter)	\$ 50
Particulate Monitor	\$ 155
Peristaltic Pumps	\$ 20
Petro Flag Sample	\$ 25
Photoionization Detector (OVM/PID)	\$ 75
Soil Gas Sampling Equipment	\$ 100
Soil Vapor Extraction (SVE) Pilot Test Equipment	\$ 260
Survey Levels	\$ 30
Survey GPS Submeter Receiver	\$ 50
Survey GPS VRS Subcentimeter	\$ 100
Survey Robotic Total Station	\$ 100
Total Organic Vapor Analyzer	\$ 65
Tracer Dye Flow Dilution Equipment	\$ 1,600
Transit Time Flowmeter	\$ 130
Turbidity Meters	\$ 15

Weekly Rate

Hydrogen Sulfide Sensor & Data Logger	\$ 206
Transit Time Flowmeter	\$ 520
Water Level Indicator	\$ 15

Monthly Rate

Transit Time Flowmeter	\$ 1,706
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Per Sample

Soil/Sediment VOC Supplies (Terra Core)	\$ 2
Soil/Sediment SPLP/TCLP Supplies (Encore)	\$ 10