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September 20, 2018

Ms. Jean Delios
Assistant Town Manager
Town of Reading
16 Lowell Street
Reading, MA 01867-2685

RE: Nitsch Proposal #13142.P
Eaton Lakeview Apartments 40B
Civil Engineering Peer Review
Reading, MA

Dear Ms. Delios:

Nitsch Engineering is pleased to submit this proposal to you (the Client) for professional engineering services associated with the civil engineering peer review of the submittal of a Comprehensive Permit Application for "Eaton Lakeview Apartments", a 40B Project located at Eaton and Lakeview Streets in Reading, Massachusetts.

Per your request, the proposal has been segmented into three (3) Tasks:

TASK A: Review of Site Plans and Documentation
TASK B: Review of Supplemental/Revised Documents
TASK C: Meetings

This letter summarizes our scope, assumptions, schedule, and fee.

SCOPE OF SERVICES

TASK A: REVIEW OF SITE PLANS AND DOCUMENTATION

Nitsch Engineering will provide professional civil engineering services to review the submission for the Comprehensive Permit, including the following services:

1. Perform a site visit to become generally familiar with characteristics of the project site;
2. Review the proposed layout, circulation design, grading, infrastructure, and utilities. Evaluate if the proposed infrastructure meets standard engineering practices and provide recommendations if any additional testing or analysis is required;
3. Review the submittal for compliance with the Town of Reading Bylaws including but not limited to the Zoning Bylaw and related regulations, and the Wetland Protection Bylaw;
4. Review the stormwater management system design, including methods of drainage control, design of the groundwater infiltration systems, implementation of Best Management Practices (BMPs), conformance with the Department of Environmental Protection's (DEP) Stormwater Standards, and completeness of supplemental and supportive information;
5. Evaluate, comment, and make recommendations on the proposed and/or potential use of Low Impact Development features into the project;
6. Review and comment on the list of requested waivers for the project;

SCOPE OF SERVICES – continued

7. Confer with the Town of Reading staff to review initial findings and to coordinate Nitsch Engineering's services; and
8. Prepare an initial letter report to the Zoning Board of Appeals (ZBA) that summarizes Nitsch Engineering's initial findings.

TASK B: REVIEW OF SUPPLEMENTAL/REVISED DOCUMENTS

1. Evaluate revised documents submitted by the Applicant in response to Nitsch Engineering's initial findings, following review and comment of the findings and the Applicant's response by the ZBA;
2. Confer by tele-conference with Town of Reading staff and/or the Applicant regarding the results of Nitsch Engineering's findings; and
3. Prepare a final letter report for the ZBA that summarizes Nitsch Engineering's evaluation of the revised documents.

TASK C: MEETINGS

1. Prepare for and attend one (1) ZBA meeting to present Nitsch Engineering's initial review findings and recommendations.

WORK NOT INCLUDED IN THE SCOPE OF SERVICES

1. Performing any land surveying services.
2. Performing/observing soil testing.
3. Performing a review of 21E or any other environmental documents.
4. Reviewing or evaluating resource area delineations.
5. Performing civil engineering site or utility design.
6. Performing any services related to transportation engineering.

ASSUMPTIONS

1. There will be one (1) revision of the submission documents following Nitsch Engineering's initial review. Further revisions may require Additional Services.
2. The Client will arrange for and confirm access to the project site for the site visit.
3. The Client will indemnify and hold harmless Nitsch Engineering and its officers, agents, and employees with regard to errors or omissions within documents from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.

ASSUMPTIONS – continued

- 4. The Client will provide Nitsch Engineering with copies of the applicable documents from the comprehensive permit submission. Nitsch Engineering will only review documents received from the Client, or as directed by the Client. All documents to be reviewed will be provided by the Client. Nitsch Engineering will not be contacting any agencies directly to obtain additional documents.

TIME AND MANNER

Nitsch Engineering is prepared to begin work immediately upon receipt of this executed proposal. Nitsch Engineering anticipates substantial completion of the initial civil engineering peer review letters within 10 working, not calendar, days thereafter.

COMPENSATION

Compensation for the services provided will be in accordance with Nitsch Engineering’s Standard Contract Terms as attached. The lump-sum labor costs for these services are as follows:

TASK A: Initial Review	\$9,000.00
TASK B: Final Review	3,500.00
TASK C: Meeting	<u>800.00</u>
TOTAL	\$13,300.00

Labor costs will not be incurred by Nitsch Engineering beyond this lump-sum without written approval from the Client.

All expenses (i.e., prints, postage, delivery service, mileage, regulations, etc.) are included in the above lump-sum labor cost.

ADDITIONAL SERVICES

Nitsch Engineering will be compensated for services requested by the Client that exceed the “SCOPE OF SERVICES” outlined herein. Charges for Additional Services will be billed in accordance with the attached Standard Contract Terms or the Standard Contract Terms in effect at the time the services are provided. Additional Services will not be accomplished unless Nitsch Engineering has written approval from the Client.

METHOD OF PAYMENT

Costs incurred on this project will be billed monthly on a percentage complete of lump-sum basis as outlined in the attached Standard Contract Terms. Payment will be due 10 days after receipt of the invoice.

A retainer will not be required for this contract.

Ms. Jean Delios: Nitsch Proposal #13142.P
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TERMINATION

Nitsch Engineering reserves the right to revise this proposal should the signed copy not be received by October 20, 2018. This agreement may be terminated by either party upon seven (7) 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 this agreement is terminated by the Client, Nitsch Engineering will be paid for services rendered on the basis of services performed.

If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this proposal, and such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

Thank you for requesting this proposal. We look forward to working with you on this project. Should the conditions in this proposal and the enclosed Standard Contract Terms meet with your approval, please sign the Client Authorization section and return this proposal and the Standard Contract Terms to us for our files.

If you have any questions please call.

Very truly yours,

Nitsch Engineering, Inc.



Matthew T. Brassard, PE, ENV SP
Executive Project Manager

MTB/mma

Enclosures: Standard Contract Terms

Q:\13142 Eaton LV PR\Contract\Draft Agreements\Eaton Lakeview Peer Review 2018-09-20.docx

CLIENT AUTHORIZATION

This proposal and Standard Contract Terms are hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch Engineering to proceed with providing the Scope of Services under the terms and conditions stated herein.

Signature

Date

Printed Name and Title

I certify that the City has appropriated funds for these services.

City Treasurer (Signature)

Date

Printed Name and Title

STANDARD CONTRACT TERMS
(Version: October 1, 2017)

The following Standard Contract Terms, together with the attached proposal, constitutes the terms of the Agreement between Nitsch Engineering, Inc. ("Nitsch Engineering") and the Client with respect to the performance of the services ("Services") on the project ("Project").

EFFECTIVE DATE

This Agreement will become effective upon Nitsch Engineering's receipt of authorization to proceed. This proposal is subject to renegotiation if acceptance is not received within 30 days or as stated in the proposal.

1. SCOPE OF SERVICES

Nitsch Engineering shall perform the Services described in the attached proposal.

If Nitsch Engineering's services include the performance of any service during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the site) will be to enable Nitsch Engineering to perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with confidence that the completed work of the contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the contractor(s). Nitsch Engineering shall not, during such visits or as a result of any observations of construction, supervise, direct, or have control over the contractor's(s') work nor shall Nitsch Engineering have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the contractor(s) or safety precautions and programs incident to the work of the contractor(s) or for any failure of the contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the contractor(s) furnishing and performing their work. Nitsch Engineering does not guarantee the performance of the construction contract by the contractor(s), and does not assume responsibility for the contractor's(s') failure to furnish and perform their work in accordance with the Contract Documents.

Nitsch Engineering shall review and approve (or take other appropriate action with respect to) shop drawings, samples, and other data which the contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, nor to dimensions or quantities. Nitsch Engineering's review or other actions, as described above, shall not constitute approval of an assembly of which an item is a component, nor shall it relieve the contractor(s) of (a) their obligations regarding review and approval of any such submittals; (b) their exclusive responsibility for the means, methods, sequences, techniques, and procedures of construction, including safety of construction, or (c) for compliance with the Contract Documents. Nitsch Engineering shall be entitled to rely upon the accuracy and completeness of surveys, reports, drawings, plans, and other

documents prepared by third parties, including consultants and contractors independently retained by the Client.

3. STANDARD OF CARE

The Client and the Owner acknowledge that the Services provided by Nitsch Engineering in this Agreement may require Nitsch Engineering to make decisions based on experience and professional judgment, rather than on precise scientific or empirical criteria. In performing its Services, Nitsch Engineering shall use that degree of care and skill ordinarily exercised by competent members of the engineering profession as of the date of the performance of the Services, in the same locality at the site, and under the same or similar circumstances and conditions. Nitsch Engineering shall perform its Services as expeditiously as is consistent with the orderly progress of the Project. No other representations or warranties, whether express or implied, are applicable with respect to the Services rendered hereunder, the ("Standard of Care").

4. REGULATORY AGENCIES

Nitsch Engineering shall exercise reasonable efforts, to the extent consistent with the Standard of Care, to comply with all applicable zoning and codes for the Project required by those governmental agencies having jurisdiction over the Project. The Client and the Owner acknowledge that some zoning and code requirements are subject to interpretation. Nitsch Engineering will, as necessary, review such interpretations with Regulatory Agencies relating to its Scope of Services. The Regulatory Agencies may require changes to the Documents that may result in additional costs to the Project. Nitsch Engineering may reasonably request Additional Services to make these changes, which will require the Client's and the Owner's approval in advance, which shall not be unreasonably withheld or delayed.

5. CERTIFICATIONS/AFFIDAVITS

The proposed language of certificates, affidavits or certifications requested of Nitsch Engineering or Nitsch Engineering's consultants shall be submitted to Nitsch Engineering for review and approval at least fourteen (14) days prior to execution. The Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of Nitsch Engineering. Nitsch Engineering shall not be required to sign any document(s), that would result in Nitsch Engineering having to certify, guarantee or warrant the existence of conditions Nitsch Engineering cannot ascertain.

6. INVOICE AND PAYMENT TERMS; SUSPENSION OF SERVICES

Invoices shall be sent to the Client monthly for the prior month, and payment is due within ten (10) calendar days of the invoice date. If payment is not made within thirty (30) calendar days of the invoice date, the amounts due shall include an interest assessment at the rate of 1-1/2% per month commencing on the 30th day after the date of the invoice. If the Client fails to make payment when due for services and reimbursable expenses, Nitsch Engineering may, upon seven (7) days' written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by Nitsch

Engineering 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, Nitsch Engineering shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services for failure of the Client to make payment to Nitsch Engineering. If the Client fails to pay Nitsch Engineering for services rendered, the Client agrees to pay all costs of collection, including, but not limited to, any reasonable attorney fees and costs.

Remit to address:

Check Payments:

**Nitsch Engineering, Inc.
Attention: Accounting Department
2 Center Plaza, Suite 430
Boston, MA 02108**

Electronic Payments:

ACH and Wire Transfer information will be provided upon request.

7. RESTART

If the Project is stopped for a period greater than sixty (60) days, a restart fee of 10% of the project fee will be required to compensate Nitsch Engineering for the necessary premium time and remobilization of staff and materials. If the duration of the Project stoppage exceeds one hundred and eighty (180) days in the aggregate, an additional adjustment shall be applied to the fee or hourly billings rates, as applicable at the discretion of Nitsch Engineering to cover wage increases and general price escalation.

8. TERMINATION

This Agreement may be terminated by the Client or Nitsch Engineering upon seven (7) days' written notice. In either case, all amounts due for services and reimbursable expenses as of the date of receipt of cancellation notice shall be paid to Nitsch Engineering within 30 days from the date of Nitsch Engineering's final invoice following notice of termination. In the event of termination by the Client for reasons not the fault of Nitsch Engineering, the Client shall pay Nitsch Engineering in addition to payment for services rendered and reimbursable expenses, all expenses reasonably incurred by Nitsch Engineering in connection with the underlying termination of its Services on the Project, including but not limited to demobilization and other costs.

9. WAIVER OF SUBROGATION

The Client and Nitsch Engineering and their insurers waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, but only to the extent such damages are covered by the proceeds of any property or other insurance. The Client and Nitsch Engineering shall each require similar waivers from their contractors, consultants, and agents.

10. INSURANCE

Nitsch Engineering is protected by Workers' Compensation Insurance and Professional Liability Insurance, and will furnish information and certificates upon request.

11. TRANSFER, REASSIGNMENT OF AGREEMENT, THIRD PARTIES

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 Client, Owner or Nitsch Engineering. Nitsch Engineering's relationship under this Agreement is solely with the Client and the Owner. Privity of contract exists only between the Client and Nitsch Engineering and is not expressed or implied with respect to any other party, including, the contractor, subcontractors, Client's consultants, Owner's consultants, and in regard to a condominium project, the Homeowner Association "HOA", individual unit owners, individual unit owner investors or any other party with whom the Client or Owner now have or may hereafter enter into an agreement with respect to the Project. Neither party, without the prior written consent of the other party, shall transfer, sublet, assign any rights or interest in this Agreement (including, without limitation, monies that are due or monies that may be due). Subcontracting to subconsultants normally contemplated by Nitsch Engineering shall not be considered an assignment for purposes of this Agreement. To the extent the Client or the Owner enters into any contract or undertaking with a third party or makes any promise or representation to a third party that expands, modifies or alters the Services, Agreement, Scope of Services of Nitsch Engineering without Nitsch Engineering's full knowledge, prior to the written consent, then such expansion, modification or alteration shall be void between the parties and of no force and effect, as to Nitsch Engineering, and shall not cause a reduction in Nitsch Engineering's previously agreed compensation, and the Client will pay Nitsch Engineering for all Services performed.

12. BETTERMENT

If a required item or component of the Project is omitted from the Documents, including but not limited to, quantity variances, zoning and code compliance, as defined in the Proposal and in Section 1 herein, and it results in a claim against the Client and Nitsch Engineering or Nitsch Engineering's subconsultants, Nitsch Engineering and its subconsultants shall not be responsible for the original cost to add such required item or component to the Project, to the extent such item or component would have been required and included in the original Documents. In no event, will Nitsch Engineering or its subconsultants be responsible for the cost of an item or component that provides a betterment or upgrade or enhances the value of the Project to the Owner.

13. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Client agrees to limit Nitsch Engineering's liability to the Client and anyone claiming by, through, or under the Client, for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Nitsch Engineering's performance of its Services, such that the total aggregate liability of Nitsch Engineering for any and all claims and/or damages of any nature whatsoever, arising out of

the performance of Nitsch Engineering's Services on the Project, whether arising in tort, breach of contract, contractual indemnification, breach of express or implied warrant, or any other theory of liability, shall not exceed \$50,000 or Nitsch Engineering's total fee for Services rendered under this Agreement; whichever is greater.

14. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS

Nitsch Engineering shall not be responsible for the discovery, treatment, disposal, permitting, reporting of any services involving or relating to the presence of or the actual or threatened release, escape, or discharge of hazardous waste, hazardous materials, toxic materials, oil, asbestos, and/or other contaminants which may exist on the site, in any of the existing structures on the site, or due to the proposed development. It is agreed that the Client, to the fullest extent permitted by law, shall release and indemnify and hold harmless Nitsch Engineering and its consultants, agents, and employees, from and against all claims, damages, losses, and expenses, direct and indirect, including but not limited to attorney's fees and defense costs, arising out of or resulting from or in any way connected with detection, presence, handling, removal, abatement or disposal of any hazardous waste, hazardous materials, toxic materials, oil, asbestos and / or other contaminants that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability, or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of Nitsch Engineering. Nitsch Engineering may, at its sole option, and without liability for consequential or other damages, suspend performance of its Services on the Project upon discovery of hazardous waste, hazardous materials, toxic materials, oils, asbestos and / or other contaminants until the Client contains such and warrants that the Project site is in full compliance with applicable laws and regulations.

15. OWNERSHIP AND USE OF DOCUMENTS

All documents including drawings and specifications, design concepts, inventions, propriety information developed for the Project, including electronic documents prepared or furnished by Nitsch Engineering under this Agreement are instruments of service for use solely with respect to the Project ("Documents"). As author, Nitsch Engineering shall retain the ownership and property interest in those instruments of service, including copyright, common law and statutory law interest in the Documents whether or not the Project is completed; however, if the Project is completed, the Client may retain a license to use copies of the Documents solely for information and record reference purposes in connection with the completed Project. These Documents are not intended or represented to be suitable for reuse by Client or any other party in connection with (a) the completion of the Project if Nitsch Engineering's Agreement has been terminated or Nitsch Engineering otherwise is not involved in the Project; (b) extensions of the Project; and / or (c) any other project. Any reuse without written approval, verification or adaptation by Nitsch Engineering for the specific purpose intended will be at the Client's sole risk and without any liability or legal exposure to Nitsch Engineering or its consultants. The Client accordingly waives all claims and shall defend, indemnify

and hold harmless Nitsch Engineering, and its consultants, from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the unauthorized use. At Nitsch Engineering's sole discretion, it may allow the Client to reuse the Documents with written approval, verification or adaptation of the Documents by Nitsch Engineering, which will entitle Nitsch Engineering to additional compensation to be mutually agreed upon by the Client and Nitsch Engineering.

Further, Nitsch Engineering agrees to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CADD Documents provided to the Client are for informational purposes only and not as an end product. Nitsch Engineering makes no warranties, either express or implied, regarding the accuracy, fitness or suitability for any purpose of the CADD Documents. Accordingly, the Client agrees to waive any and all claims against Nitsch Engineering resulting in any way from the any use, reuse, reliance on, or alteration of the CADD Documents.

16. ESTIMATES AND/OR OPINIONS OF COST

Any estimates or opinions of project or construction costs are provided by Nitsch Engineering on the basis of Nitsch Engineering's experience and qualifications as an engineer and represent its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Nitsch Engineering has no control over the cost of labor, materials, equipment, or services furnished by others or over competitive bidding or market conditions, it cannot guarantee or represent that proposals, bids, or actual project costs or construction costs will not vary from any estimates or opinions of costs prepared by Nitsch Engineering. Similarly, since Nitsch Engineering has no control over building or site operation and/or maintenance costs, Nitsch Engineering cannot and does not guarantee or represent that the actual building or system operating or maintenance costs will not vary from any estimates given by Nitsch Engineering.

17. SERVICES MADE NECESSARY BY CONTRACTOR PERFORMANCE

It is the Client's responsibility to hire the contractor, and it is the contractor's responsibility to install and complete fully operable systems. The Client agrees to pay Nitsch Engineering at the Hourly Billing Rates listed in Exhibit A for all its troubleshooting work due to contractor's inability to achieve a satisfactory operation.

To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify Nitsch Engineering, its officers, agents, employees, and consultants, from any and all liabilities, claims, damages, and suits arising out of the negligence of the Client, its agents, or the negligence of any contractor(s) or subcontractor(s) performing any portion of the work and supplying any materials, or any other parties.

18. HOURLY BILLING RATES Unless stated otherwise in the proposal, Nitsch Engineering's hourly billing rates are included in Exhibit A.

19. REIMBURSABLE EXPENSES

Normal reimbursable expenses are in addition to the fee for services and shall be billed at 1.10 times the amount expended. Reimbursable expenses are those expenses directly related to the Project such as travel including tolls, parking, transportation, meals, and lodging; printing, copying and handling of documents; film and processing; regulations and by-laws/ordinances; telephone calls and other communication charges; postage and delivery; equipment for tests; and permit application fees.

20. APPLICABLE STATE LAW

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

21. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, employees or agents of any of the forgoing, shall be liable to the other in any action or claim brought by either party against the other for incidental, indirect, or consequential damages, which include but are not limited to loss of income, profit, revenue, and goodwill, arising out of or related to the Services whether based on contract, tort, statute or otherwise.

22. PROJECT RISK RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)

The Client and Owner acknowledge the risk to Nitsch Engineering inherent in condominium projects and the disparity between Nitsch Engineering's fee and Nitsch Engineer's potential liability for problems or alleged problems with such condominium projects. In consideration of the substantial risks to Nitsch Engineering in rendering professional Services in connection with the Project, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Nitsch Engineering, its officers, directors, employees and subconsultants (collectively, Nitsch Engineering) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Services performed on the Project, except for such costs directly caused by Nitsch Engineering's sole negligence or willful misconduct, as found by a court of competent jurisdiction.

23. MAINTENANCE MANUALS RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)

The Client and Owner agree that the Bylaws of the Homeowners' Association established for the Project will require that the Association perform, at a minimum, all maintenance as recommended in the Maintenance Manual, and all routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections. The Bylaws shall also contain an appropriate waiver and indemnity in favor of the Client, Nitsch Engineering and subconsultants, and the contractor if the

maintenance recommendations contained in the Maintenance Manual are not performed.

24. SERVICES INVOLVING UAVs

In the event of any unmanned aerial system(s) or unmanned aerial vehicle(s) (hereinafter collectively referred to as "UAV") use on the project, Nitsch Engineering's liability for such use shall be limited to damages to the extent caused by its negligence, subject to the further provisions of this article. Nitsch Engineering shall rely on the specific requirements in the Scope of Services to perform any services with the use of any UAV. Nitsch Engineering shall not be responsible for obtaining or examining any images or other information gathered by or resulting from any UAV use (collectively, "Images"), if such Images are not expressly required in the Scope of Services. Nitsch Engineering shall not be responsible for alerting the Client to any Images, for any purpose, regardless of any consequence to the project, if such purpose is not expressly required in the Scope of Services. Any unrequested or unused Images shall be discarded, and the Client agrees to such disposal and agrees that Nitsch Engineering shall not be liable for any such disposal. Nitsch Engineering shall not be liable for any damages, claims, liabilities, or expenses of any kind related to any unauthorized use of any UAV, or any Images.

In the event of any UAV use, the Client and the Owner agree to provide sufficient access to the site and remove any and all potential obstructions, including but not limited to snow and debris, from the site prior to the date on which services involving UAV use are scheduled, or indicated, to be performed. The Client and the Owner agree to restrict access to the site while the UAV is in operation, and to provide advance notice to all individuals, located in the vicinity of the project, of said restriction.

25. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings, the parties 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. Mediation shall be conducted under the auspices of the Construction Industry Rules of the American Arbitration Association in accordance with its existing terms and procedures, unless the parties mutually agree otherwise. The cost of mediation shall be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation 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 a claim or dispute under the laws of the Commonwealth of Massachusetts. In the event that the dispute is not resolved in mediation, the parties may submit the dispute to litigation in a court of competent jurisdiction, which shall be the method of binding dispute resolution for any claim or dispute under this Agreement.

STANDARD CONTRACT TERMS
(Version: October 1, 2017)

EXHIBIT A

Hourly Billing Rates

The hourly billing rates are subject to change as a result of changes in market conditions.
The current hourly billing rates are, as follows:

Department: Civil, Planning, Transportation, Structural

Principal	\$225.00
Senior Project Manager – Structural	\$210.00
Senior Project Manager	\$200.00
Senior Project Engineer – Structural	\$180.00
Project Manager	\$175.00
Senior Project Engineer	\$155.00
Project Engineer – Structural	\$155.00
Project Engineer	\$145.00
Senior Project Designer	\$130.00
Project Designer	\$120.00
Project Technician	\$100.00
Senior Planner	\$100.00
Planner	\$95.00
Planning Analyst	\$80.00
Administrative	\$70.00

Department: Land Survey

Senior Project Manager – Survey, PLS	\$180.00
Project Manager – Survey, PLS	\$160.00
Project Surveyor, PLS	\$145.00
Senior Survey Technician	\$120.00
Survey Technician 3	\$105.00
Survey Technician 2	\$90.00
Survey Technician 1	\$85.00
Administrative	\$70.00
Survey Robotic Services	\$130.00

Other Services, include:

Expert Witness	\$300.00
GIS Manager	\$130.00